The Corporation of the Village of Cumberland
Regular Council Meeting Agenda

Monday, September 28, 2026, 4:00 p.m.
Cultural Centre
2674 Dunsmuir Avenue

We are honoured to gather on the unceded traditional territory of the K'ómoks First Nation.
The public may view the meeting live on the Village of Cumberland YouTube channel

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Pages

1. Call To Order at 4 p.m.

2. Agenda

2.1 Agenda for Regular Council Meeting, September 28, 2026

Recommendation:
THAT Council approve the agenda for the September 28, 2026 Regular Council Meeting.

3. Closed Portion

Recommendation:
THAT Council close the meeting to the public pursuant to Section 90 (1) of the *Community Charter* to consider:

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;

(g) litigation or potential litigation affecting the municipality;

4. Open the Meeting to the Public

5. Reconvene Meeting at 5:30 p.m.

6. Minutes

6.1 Adoption of Minutes 5

Recommendation:
THAT Council adopt the following minutes:

- Regular Council Meeting, September 8, 2026

7. Delegations

8. Correspondence

8.1 Temporary Winter Shelter Season – Council Resolution 13
City of Courtenay

Recommendation:
THAT Council receive the correspondence from the City of Courtenay regarding the "Temporary Winter Shelter Season".

9. Unfinished Business

10. Reports

10.1 Cultural Centre South Façade Improvements: Project Partnership Agreement with the Cumberland and District Historical Society 19
Prepared by Kevin McPhedran, Director of Community Services

Recommendation:
THAT Council approve and enter into a Project Partnership Agreement with the Cumberland and District Historical Society for Cultural Centre South Façade Improvements as attached to this reported dated September 14, 2026; and authorize the Chief Administrative Officer and Mayor to execute the agreement.

10.2 Comox Valley Regional District – Royston Water Supply Agreement Amendment 29
Prepared by David Dougherty, Director of Engineering and Public Works

Recommendation:
THAT Council approve in principle and authorize staff to negotiate and prepare amendments to the existing water supply agreement with the Comox Valley Regional District to reflect the phased reduction of water service associated with the Water South Extension Project, including the continued supply of water to the Kentwood service area through 2030; and,

THAT the Village of Cumberland continue to provide bulk water to the Comox Valley Regional District until a subsequent report is be brought forward for Council's consideration and approval of the final agreement amendments.

11. Bylaws

11.1 Revenue Anticipation Borrowing Bylaw 33

Recommendation:
THAT Council adopt the "Revenue Anticipation Borrowing Bylaw No. 1273, 2026”.

11.2 Permissive Tax Exemption Bylaw 34

Recommendation:
THAT Council adopt the "Permissive Tax Exemption 2027 Bylaw No. 1270, 2026".

11.3 Zoning Amendment Bylaw 1215, Lot A, Ulverston Avenue, Third Reading 36
Prepared by Karin Albert, Senior Planner

Recommendation:

1. THAT Council approve the Statutory Right-of-Way for utilities presented together with Zoning Amendment Bylaw 1215 for registration on the land title of Lot A, District Lot 24, Nelson District, Plan VIP72022.
2. THAT Council approve the section 219 covenant presented together with Zoning Amendment Bylaw 1215 for registration on the land title of Lot A, District Lot 24, Nelson District, Plan VIP72022.
3. THAT Zoning Amendment Bylaw No. 1215, 2024 be amended as follows: : [as set out in Staff Report dated September 28, 2026].
4. THAT Council give third reading to Zoning Amendment Bylaw No. 1215, 2024 as amended.

12. New Business

13. Notices, Motions and Announcements

Matters considered here may include notices or motions to hold a meeting of the Committee of the Whole, a Village Hall meeting, a Public Hearing, and noticed of motion introduced by a Council Member. Check cumberland.ca/meetings to confirm meetings.

2026 Local General Election, Voting Days

- Wednesday, October 7, 2026
- Wednesday, October 14, 2026
- Saturday, October 17, 2026

From 8 a.m. to 8 p.m. each voting day at the Cultural Centre located at 2674 Dunsmuir Avenue.

14. Question Period

A member of the public may only inquire about items included on the agenda for that meeting during a question period.

- Please send questions by email to info@cumberland.ca using subject line "Question Period"; Note: please limit to questions only - comments will not be read.

15. Closed Portion

Recommendation:
THAT Council close the meeting to the public pursuant to Section 90 (1) of the Community Charter to consider:

(c) labour relations or other employee relations;

(g) litigation or potential litigation affecting the municipality;

16. Adjournment

Recommendation:
THAT Council adjourn the meeting.

The Corporation of the Village of Cumberland

Regular Council Meeting Minutes

September 8, 2026, 5:30 p.m.
Cultural Centre
2674 Dunsmuir Avenue

Council Present:	Mayor Vickey Brown Councillor Neil Borecky Councillor Sean Sullivan Councillor Troy Therrien, arrived at 6:46 p.m. Councillor Nick Ward
Staff Present:	Michelle Mason, Chief Administrative Officer Courtney Simpson, Director of Development and Bylaw Services David Dougherty, Director of Engineering & Public Works Annie Berard, Director of Corporate Services Kevin McPhedran, Director of Community Services Rachel Parker, Corporate Officer Jason Wallace, Manager of Municipal Projects Ryan Parton, Manager of Recreation and Culture Seamus McConville, Planner 1 Jessica Hextall, Accounting Supervisor I

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1. Call To Order

Mayor Brown called the meeting to order at 5:30 p.m. and recognized the unceded traditional territory of the K'ómoks First Nation and offered gratitude for the care and stewardship of this land since time immemorial.

Mayor Brown noted that Councillor Therrien was away attending the Comox Valley Regional District Board meeting as alternate Director.

2. Agenda

2.1 Agenda for Regular Council Meeting, September 8, 2026

Motion 26-195

Moved by: Sullivan
Seconded by: Borecky

THAT Council approve the agenda for the September 8, 2026 Regular Council Meeting, with the addition of correspondence and the 2026 Capital Projects Report.

Carried Unanimously

3. Minutes

3.1 Adoption of Minutes

Motion 26-196

Moved by: Borecky
Seconded by: Ward

THAT Council adopt the following minutes:

- Committee of the Whole and Regular Council, July 27, 2026;
- Special Council meetings August 6 and 20, 2026;

and receive committee minutes for:

- Heritage Committee August 20, 2026

Carried Unanimously

4. Delegations

None

5. Unfinished Business

5.1 Comox Valley Apartheid Free Coalition, Delegation

Motion 26-197

Moved by: Ward
Seconded by: Sullivan

THAT Council receive the correspondence from the Comox Valley Apartheid Free Coalition regarding municipal procurement and investments.

Carried Unanimously

6. Correspondence

6.1 Letters of Support for Comox Valley Apartheid Free Coalition

Motion 26-198

Moved by: Sullivan
Seconded by: Borecky

THAT Council receive the correspondence letters of support for Comox Valley Apartheid Free Coalition.

Carried Unanimously

7. Reports

7.1 Woodstove Festival 2026 Noise Bylaw Exemption Extension

Motion 26-199

Moved by: Borecky
Seconded by: Ward

THAT Council recommend the Chief Administrative Officer approve a Noise Control Bylaw exemption request from the organizers of the Woodstove Festival to allow sound from generators and festival attendees on Second Street between Dunsmuir Avenue and the alleyway between Penrith and Dunsmuir Avenues on Friday, November 6 and Saturday, November 7, 2026 from 10:00 p.m. to 1:00 a.m. the following mornings.

Carried Unanimously

7.2 Cumberland Events Society – Village of Cumberland Memorandum of Understanding Amendments

Motion 26-200

Moved by: Sullivan
Seconded by: Borecky

THAT Council approve the Memorandum of Understanding between the Cumberland Events Society and the Village of Cumberland as amended in July 2026 and presented to Council on September 8, 2026.

Carried Unanimously

7.3 High Performance Lagoon (HPL) Upgrades – Phase 2 Construction and Budget

Motion 26-201

Moved by: Borecky
Seconded by: Ward

THAT Council direct staff to proceed with the optional items under the Phase 2 High Performance Lagoon Upgrades contract which consists of the reed bed,

extreme wet weather system as well as items required to move the outfall to the new location with Milestone Contracting Inc.

Carried Unanimously

7.4 Regional Fields Allocation Policy

Motion 26-202

Moved by: Ward
Seconded by: Borecky

THAT Council endorse the Comox Valley Regional Field Allocations Framework; and

THAT Council endorse the Comox Valley Regional Field Fees Framework; and

THAT Council direct staff to proceed with the next phase of implementation planning, including development of detailed recommendations regarding field fees and charges, the governance and operation of a Central Booking Office, required intergovernmental agreements, funding arrangements and implementation timing, and to report back to Council in 2027.

Carried Unanimously

7.5 2026 Utilities Package Contract Award - 2026 Capital Works Tender Results-Sewer Separation

Motion 26-203

Moved by: Ward
Seconded by: Sullivan

THAT Council approve the award of the 2026 Capital Works Tender for Sewer Separation to David Stalker Excavating Ltd. in the amount of $1,057,132.50 (excluding GST); and THAT Council Authorize the Chief Administration Officer to execute the contract.

Carried Unanimously

7.6 Municipal Finance Authority Financing for 2026 Vehicle Purchase

Motion 26-204

Moved by: Sullivan
Seconded by: Borecky

THAT Council approve the short-term borrowing from the Municipal Finance Authority through the Equipment Financing Program for an amount of $267,405

for the purchase of the Fire Rescue Truck replacement for a five year term that must be repaid in five years.

Carried Unanimously

7.7 Municipal Auditor Appointment for the 2026-2027 Year-ends

Motion 26-205

Moved by: Borecky
Seconded by: Ward

THAT Council appoints the audit firm of MNP LLP for the 2026-2027 financial years.

Carried Unanimously

7.8 Council Member Monthly Reports

Motion 26-206

Moved by: Sullivan
Seconded by: Borecky

THAT Council receive the member monthly reports for July and August 2026.

Carried Unanimously

8. Bylaws

8.1 Development Approvals Process Modernization 2025 – Subdivision Bylaw Amendments

Councillor Therrien joined the meeting at 6:46 p.m.

Motion 26-207

Moved by: Ward
Seconded by: Sullivan

THAT Council request that staff revisit the PLR extension with attention to in stream protection, and revisit the servicing officer with attention to impact on alleys, and bring a report back to Council on the proposed amendment to the Subdivision Bylaw.

Carried Unanimously

Motion 26-208

Moved by: Borecky
Seconded by: Ward

THAT Council Rescind Council Policy No 9.5 Cannabis Retail Sales.

Carried Unanimously

8.2 2027 Permissive Tax Exemptions

Motion 26-209

Moved by: Therrien
Seconded by: Borecky

THAT Council give first, second and third reading of the "Permissive Tax Exemption 2027 Bylaw No. 1270, 2026".

Carried Unanimously

8.3 Revenue Anticipation Borrowing Bylaw

Motion 26-210

Moved by: Therrien
Seconded by: Sullivan

THAT Council give first reading to Revenue Anticipation Borrowing Bylaw No. 1273, 2026.

Carried Unanimously

Motion 26-211

Moved by: Therrien
Seconded by: Borecky

THAT Council amend Revenue Anticipation Borrowing Bylaw No. 1273, 2026 by changing the borrowing limit to $4 million; and THAT Council give second and third reading to Revenue Anticipation Borrowing Bylaw No. 1273, 2026 as amended.

Carried Unanimously

8.4 Fees Bylaw Amendment Bylaw No. 1269, 2026

Motion 26-212

Moved by: Ward
Seconded by: Sullivan

THAT Council adopt the “Fees Bylaw Amendment Bylaw No. 1269, 2026".

Carried Unanimously

8.5 Development Application Procedures Bylaw Amendment Bylaw No. 1267, 2026

Motion 26-213

Moved by: Sullivan
Seconded by: Therrien

THAT Council adopt the “Development Application Procedures Bylaw Amendment Bylaw No. 1267, 2026”.

Carried Unanimously

9. New Business

None

10. Notices, Motions and Announcements

Matters considered here may include notices or motions to hold a meeting of the Committee of the Whole, a Village Hall meeting, a Public Hearing, and noticed of motion introduced by a Council Member. Check cumberland.ca/meetings to confirm meetings.

- Heritage Committee on September 17 at the Firehall Meeting room at 4:00 p.m.
- 2026 Local General Election - Nomination period closes September 11 at 4:00 p.m.

11. Question Period

None received

12. Closed Portion

Motion 26-214

Moved by: Borecky
Seconded by: Sullivan

THAT Council close the meeting to the public at 7:07 p.m. pursuant to Section 90(1) of the *Community Charter* to consider:

(c) labour relations or other employee relations;

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(m) a matter that, under another enactment, is such that the public may be excluded from the meeting;

Carried Unanimously

Release of Closed Portion Resolutions:

Ward/Therrien
That Council direct staff to report back regarding options for use of the residence at 3273 First Street, and to release this motion to the public; AND
THAT Council direct staff to release the Village's acquisition of 3273 First Street to the public.
Carried Unanimously

Ward/Sullivan
THAT Council write to Comox Valley Schools to request stronger oversight of its childcare providers operating in School District facilities, as well as the need for a clear, independent complaint and reporting process for families, including reporting requirements for expulsions; and that Council release the motion to the public.
Carried Unanimously

13. Adjournment

Motion 26-215

Moved by: Sullivan
Seconded by: Therrien

THAT Council adjourn the meeting at 8:29 p.m.

Carried Unanimously

_____

Mayor

_____

Certified Correct by Corporate Officer

830 Cliffe Avenue Courtenay, B.C. V9N 2J7
Phone: 250-334-4441 | Email: mayor@courtenay.ca
courtenay.ca

August 27, 2026 File No. 0540-07

Chair Cole-Hamilton
Comox Valley Regional District (CVRD)
Sent via email only:
administration@comoxvalleyrd.ca

Chief Nicole Rempel
K'ómoks First Nation
Sent via email only:
reception@komoks.ca

Mayor Nicole Minions
Town of Comox
Sent via email only:
town@comox.ca

Mayor Vickey Brown
Village of Cumberland
Sent via email:
mayor.brown@cumberland.ca

Jennifer Fox
Regional Director, Vancouver Island Region, BC Housing
Sent via email:
vanislandregion@bchousing.org

Subject: Temporary Winter Shelter Season – Council Resolution

Please be advised that at its August 26, 2026 meeting, Courtenay Council adopted the following resolution:

> "THAT Council endorse the Winter Shelter Strategy and send the report to the CVRD board, K'ómoks First Nation, Comox, Cumberland, and BC Housing for receipt and consideration for implementation."

Enclosed for your information and consideration is a copy of the "Comox Valley City of Courtenay Winter Shelter Strategy" report.

Sincerely,

Mayor Bob Wells
City of Courtenay

cc: Geoff Garbutt, City Manager, City of Courtenay

The City of Courtenay respectfully acknowledges the land on which it operates is on the Unceded Traditional Territory of the K'ómoks First Nation, the traditional keepers of this land.

The Corporation of the City of Courtenay

Staff Report

To:	Council	**File No.:**	
From:	Geoff Garbutt, M.PI., MCIP, RPP, City Manager (CAO)	**Date:**	August 26, 2026
Subject:	**Update on CoC Winter Shelter Strategy**		

PURPOSE:
To update Council of the completion of the 2026-2029 City of Courtenay Winter Shelter Strategy and summarize high-level findings/recommendations.

BACKGROUND:
For several years it has been clear that more shelter services are needed in the Comox Valley. The Comox Valley's sheltering system does not meet the needs of the region's population, particularly during the winter season when exposure to the elements increases risk to life and safety, and demand for shelter spikes. The 2025 Point in Time count revealed that there are over 137 people experiencing unsheltered homelessness in the Comox Valley, and of those 137 people, 107 were staying outside in parks, alleys, or vehicles.

The City of Courtenay, service providers, and other local governments have undertaken significant coordination efforts in recent years to establish winter shelter services to meet this need, including activating a Temporary Winter Shelter at 971 Cumberland Road for the last two winter seasons (2024 & 2025) operated by Lookout Housing & Health Society and funded by BC Housing.

At the July 29, 2026 Courtenay City Council Meeting, a report on the 2025/2026 971 Cumberland Road Temporary Winter Shelter Season Review and passed the following resolution:

> *THAT Council receive the "Temporary Winter Shelter Season Review" staff report and direct staff to renew the Licence to Occupy to allow 24/7 use of the space for sheltering services with Lookout Health and Housing Society for the 2026/2027 Winter Sheltering season;*
>
> *AND THAT Council Authorize the City Manager to execute the License to Occupy and any ancillary service agreements necessary;*
>
> *AND THAT, recognizing the positive impact that additional supports for guests and the community had in the 2025/2026 winter season, the City approve funding to renew the Community Integration Table, Peer Program, and Shelter Outreach programs for the 2026/2027 season and directs staff to request financial contributions from the CVRD's HSS and the Town of Comox for these programs.*

While this program has been critical to meet sheltering needs during the winter season, City staff have also been working with an external consultant, Urban Matters, to develop recommendations for the Regional Comox Valley Winter Shelter Strategy (WSS) to:

- Assess the level of need for winter sheltering services in the Comox Valley, both currently and in the next 3-5 years.
- Identify ways to fill those needs.
- Understand potential barriers to filling those needs.

- Describe the roles and responsibilities for overcoming barriers and filling community needs for local governments, service providers, community organizations, and the broader community.

The discussion in this Staff Report outlines the high-level findings and proposed actions in the Strategy, to address the provision of winter shelter services in the short term (prior to the construction of the BC Housing Braidwood Shelter and Housing and longer term shelter actions following the construction of this purpose built facility. The WSS work was undertaken with funding support and input from the Comox Valley Regional District staff and the draft report has been finalized. As such, the WSS ready to be Council and considered for endorsement then sent to the CVRD Board for receipt.

DISCUSSION:

Winter Shelter Gap

There are currently two year-round shelter programs operating in the Comox Valley: Comox Valley Transition Society's Connect Temporary Shelter and Salvation Army's Pidcock House. Combined, these services provide 63 shelter beds to the community. The temporary use approval of 971 Cumberland Road for winter sheltering, first activated in the winter of 2024/25, adds another approximately 18 shelter beds during the winter season. The incoming Braidwood shelter site at Braidwood and Ryan Road will go a long way toward providing necessary housing and shelter services when it opens in 2027. It is noted however that, assuming that our levels of community members experiencing homelessness does not grow, it still leaves a gap in needed beds. When Braidwood officially opens, the Connect Temporary Shelter and 971 Cumberland Road will close, resulting in the closure of 51 shelter spaces currently available in winter.

Planning Implications

Based on these findings, as well as the findings from targeted community engagement and a detailed background analysis, the Winter Shelter Strategy identified several planning implications for attention:

- There is an urgent need for over 130 winter shelter spaces in the Comox Valley. In order to meet this need, creative solutions are needed. Leadership, decisive action, and collaboration need to be central to this strategy.
    - Issues that need immediate attention are:
        - Service gap: over 130 people left unsheltered
        - Geographic distribution: No winter shelter services available outside of Courtenay
- It is also important to continue to plan to establish future Winter Sheltering services. It is wise to plan for a potential shortage of at least 50 year-round and 20 winter spaces after Braidwood opens. It is also critical to establish a plan for the 2026/2027 and 2027/2028 winter seasons to accommodate the 137 (minimum) people unsheltered while Braidwood is under construction. While the site plans to open in 2027, recognizing the potential for construction delays a contingency plan for delays is important to address demonstrated need. Our community also needs to think about meeting needs of populations and people whose needs will not be met by the Braidwood facility, including youth, seniors, women, and people who want/ need to stay in their home community. Taking a proactive approach will only help to meet the true level of need in our community.

- In terms of a Winter Shelter Program, Temporary Winter Shelter is preferable to Emergency Weather Response Services given the number of unsheltered members of our Comox Valley Community. The EWR program provides only limited service and is open inconsistently. This adds to disruption for both people accessing the service and the surrounding area as people travel to the shelter site, find it closed, and seek shelter nearby. Temporary Winter Shelters offer more consistent and reliable service and also provide funding for additional supports and services that can improve both the

experience of guests and the integration of the program into the neighbourhood.

- Having multiple sites that tailor programming to different needs is important to create an inclusive and diverse service system. To create a robust ecosystem of services, low-barrier shelters are needed but cannot be the only services. There are a wide range of people who use shelter services and have different access needs. There need to be services for people who are living outdoors and need additional support in winter or need to connect to services. There also need to be services for people who live in their vehicles, who work, or who are not comfortable accessing low-barrier services.

Actions

The Winter Shelter Strategy organizes 14 proposed actions into three categories:

- Addressing immediate need
- Strengthening the system of services across the valley
- Lasting, systemic change

These categories correspond to suggested implementation timelines, starting with immediate or near-term actions ranging up to five years, making this a five-year plan.

Simplified Action Table

Addressing Immediate Need
Continue to provide 971 Cumberland for use as a shelter site for the term of the existing Temporary Use Permit.
Identify 2-3 Additional Temporary Winter Shelter sites to serve the more than 130 people currently left without any shelter, and the more than 80 will remain unsheltered after Braidwood opens.
Create a Community Plan for Extreme Weather Response Shelters.
Re-visit Winter Shelter Strategy once Braidwood opens and the 2028 PIT Count is complete. Update Actions to reflect changes.
Proactively identify pathways to land use approval for winter shelters within each municipality.
Identify a lead person or organization for coordinating land use approval processes.
Match engagement to the community needs, not procedural minimums.
Strengthening the System of Services Across the Valley
Create population-specific shelter sites (i.e., youth, seniors, Indigenous peoples, individuals in recovery, etc.)
Establish a strategy for communication and inclusion of PWLLE.
Outreach and engagement with people who are couch surfing and living in vehicles.
Reinstate and formalize the Weekly Conversation Circles.
Lasting, Systemic Change
Ensure that sheltering is a permitted land use in every community in appropriate locations.
Engage with the public to identify community preferences on shelter locations.
Continue Community Conversations meetings.
Create a space for community members to be engaged in solutions.

The Strategy recognizes that to implement these actions, key conditions must be met:

- Meaningful and ongoing interagency coordination including service providers, BC Housing, local governments, non-profit organizations, Comox Valley Emergency Management (CVEM), and the Comox Valley Regional District (CVRD).

- Inclusion of people with lived and living experience of homelessness in advising and leadership roles, recognizing that they bring invaluable knowledge, experience, and relationships to the implementation of this work.
- The engaging a year-round coordinator to support the coordination and communications required to implement this Strategy.

The fulsome Strategy includes greater detail and recommendations on:

- Who should lead each proposed action;
- Successful regional coordination;
- Consideration of diverse winter shelter needs;
- Policy and planning implications;
- Public participation and support;
- Lessons learned from work to date;
- Monitoring and evaluation;
- Strengthening the overall housing spectrum in the Comox Valley.

STRATEGIC PRIORITIES REFERENCE:
This initiative addresses the following strategic priorities:

Social Infrastructure - Identify roles for the City in the delivery of social infrastructure outlined in the OCP; Implementation plan for delivery of social infrastructure
Social Infrastructure - Continue working with community agencies to deliver day services. Explore role in the provision of social support services, including future of Connect Centre.

POLICY IMPLICATIONS:
OFFICIAL COMMUNITY PLAN - 2022
Affordable Housing

- AH 13: Identify undeveloped and underdeveloped municipal sites for future affordable housing
- projects with emphasis on providing a mix of tenures, including supportive housing.
- AH 18: Advocate for senior government funding for affordable housing projects and initiatives.

Social Infrastructure Policy 26: Work regionally to identify sufficient and suitable locations for emergency shelters, including during weather-related events and evacuations.

- SI 6: Identify an appropriate role for the City in the delivery of social infrastructure in relation to other organizations, agencies, and jurisdictions that provide services for equity-priority groups.
- SI 8: Continue to support regional partners on program administration and delivery for homelessness, poverty prevention, mental health, addiction, and overdose prevention programs.
- SI 21: Support volunteers, organizations, and other social assets to continue undertaking their work
- within the community

FINANCIAL IMPLICATIONS:
As outlined in the strategy, it is recommended that a coordinator with responsibility for managing local government involvement in and approvals for winter shelter be engaged. Currently, the support needed to deliver winter shelter services is being being done with existing staff resources at the City of Courtenay with support for additional operational services and capital through financial contributions from the CVRD Homelessness Support Service and the Town of Comox.

As envisioned in this report, a coordinator will need to be engaged to deliver winter shelter services, and it is estimated in the range of $65,000 to $75,000 in funding support likely beginning for the winter shelter season of 2028. In consultation with CVRD staff it is expected that the funding for and delivery of this service will be considered during the upcoming HSS Function service review. For the 2026/27 and 2027/28 winter shelter season, the City of Courtenay will continue to organize the temporary winter shelter and request funding from the CVRD and Town of Comox to address the provision of this service until the completion of the Braidwood Centre.

ADMINISTRATIVE IMPLICATIONS:
Currently this work is being delivered through contracted services out of the City Manager Office and will transition to the Development Services Department in Fall of 2026. The City will administer the coordination of the Temporary Winter Shelter at 971 Cumberland Road until such time that the Braidwood facility begins operation. As outlined in the Comox Valley Winter Shelter Strategy, the region will need to address the ongoing provision of sheltering services for those needs not met by the Braidwood shelter and housing facility for communities in the Comox Valley who do not currently provide shelter for residents experiencing homelessness.

OPTIONS:

1. THAT Council endorse the Winter Shelter Strategy and send the report to CVRD board for receipt and consideration for implementation.
2. THAT Council direct staff to continue to coordinate the Temporary Winter Shelter for 2026/27 and 2027/28 at 971 Cumberland Road until such time that the Braidwood facility begins operation.

ATTACHMENTS:
1. 2026-08-12 City of Courtenay Winter Shelter Strategy – Final.pdf

Prepared by: Anne Burrill, Contracted Consultant, Urban Matters
Concurrence: Geoff Garbutt, M.PI., MCIP, RPP, City Manager (CAO)

COUNCIL REPORT

REPORT DATE: September 14, 2026
MEETING DATE: September 28, 2026

File No. 2240-20

TO: Mayor and Councillors

FROM: Kevin McPhedran, Director of Community Services

SUBJECT: Cultural Centre South Façade Improvements: Project Partnership Agreement with the Cumberland and District Historical Society

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RECOMMENDATION

THAT Council approve and enter into a Project Partnership Agreement with the Cumberland and District Historical Society for Cultural Centre South Façade Improvements as attached to this reported dated September 14, 2026; and authorize the Chief Administrative Officer and Mayor to execute the agreement.

PURPOSE

The purpose of this report is to seek Council approval to enter into a Project Partnership Agreement with the Cumberland and District Historical Society (the Society) for cosmetic improvements to the south façade of the Cumberland Cultural Centre, including repainting, refreshing existing façade elements, and interpretive signage upgrades.

PREVIOUS COUNCIL DIRECTION

Date	Resolution
May 25, 2026 (Committee of the Whole)	THAT the Committee direct staff to pursue a partnership agreement with the Cumberland & District Historical Society for façade improvements to the southern exterior of the Cumberland Cultural Centre and report back to Council with a proposed agreement.

BACKGROUND

Following Council direction in May of this year, staff have been working with the Cumberland and District Historical Society on a partnership opportunity to undertake exterior cosmetic improvements to the south elevation of the Cultural Centre. The proposed project is intended to refresh the appearance of the façade while preserving its existing heritage character and architectural details.

The Society has a relationship with a potential funder and has agreed to act as project manager for the project. Under the proposed agreement, the Society will be responsible for securing the full project funding, project management and administration, contractor procurement, supervision, safety coordination, historical research and interpretation, and project reporting. The Society will fund all capital costs of the project.

The project scope is limited to the south elevation facing Dunsmuir Avenue and is intended to be cosmetic in nature. Work includes a general inspection and minor cosmetic preparation, exterior cleaning, scraping, sanding and spot priming, repainting of siding and trim (maintaining existing colours), refreshing or replacement of existing signage and decorative elements, and refinishing the Cultural Centre kiosk sign and replacement of the existing interpretive panels.

The agreement specifically excludes major structural repairs, changes to the building envelope or footprint, replacement of the roof shingles, replacement or repair of the metal siding on the silo, and replacement of the vinyl balcony decking. As such, staff have confirmed that the work does not require a Heritage Alteration Permit or Building Permit. Work is anticipated to be completed from the exterior using a boom lift, and is planned to be scheduled in summer 2027.

Under the proposed agreement, the Village would commit to review and respond to project plans and interpretive sign drafts, coordinate scheduling with the Society to minimize conflicts with facility programs and events, undertake a final inspection upon request, and provide reasonable technical guidance and support. The Society will be required to ensure contractors have appropriate qualifications, safety systems, WorkSafeBC registration and $5 million commercial general liability insurance, naming the Village and the Cumberland Museum and Archives as additional insureds.

The proposed agreement is expected to commence upon signing and conclude upon completion of the works to the Village's satisfaction, estimated for summer 2027. The agreement also acknowledges that the Village is undertaking a long-range facility renewal strategy and makes no guarantee regarding the long-term status of the Cultural Centre or the continued maintenance of the architectural elements and replica buildings depicted on the south façade.

The replica buildings represented in the façade, from left to right, are identified in the agreement as the following historic Cumberland Chinatown buildings: the Canadian Collieries Office, Miners Recreation Institute, Chinese Masonic Hall (Dart Coon Club), Sunon Wo. Store, and Chinese Nationalist League / Chow Lee Company store. The interpretive component is intended to share the history of these buildings and the people, businesses and communities connected to them.

FINANCIAL IMPLICATIONS

There is no proposed capital funding contribution from the Village. The Project Partnership Agreement provides that the Society will fund all capital costs associated with the project. The Village may incur staff time associated with reviewing project plans, coordinating access and scheduling, providing technical guidance, and completing a final inspection.

This is a facility maintenance project and will not result in additional assets to maintain for the Village.

OPERATIONAL IMPLICATIONS

The project will require coordination with Recreation and Facility staff on operations, rentals, programs and special events. The agreement provides for advance notification of Village blackout

dates and coordination of construction scheduling. Upon completion, the Village will own the improvements and will retain responsibility for the facility as the owner. The project is intended to be completed without changes to the building footprint, envelope or existing architectural character.

CLIMATE CHANGE IMPLICATIONS

The project is not expected to have a material climate change implication. The work is primarily a cosmetic renewal of an existing facility and does not propose significant new construction, changes to the building footprint, or energy-related improvements. Repainting and maintenance of the existing façade may extend the useful appearance and serviceability of existing exterior finishes.

ALTERNATIVES

THAT Council not enter into the Project Partnership Agreement at this time and direct staff to advise the Cumberland and District Historical Society that the Village will not proceed with the proposed partnership.

Not proceeding would mean the proposed façade improvements and interpretive signage project would not proceed under the partnership arrangement. The Society would not have authorization to undertake the works on the Village-owned facility through this agreement.

STRATEGIC OBJECTIVE

- ☐ Diverse & Healthy Community
- ☐ Sustainable Service Delivery & Asset Management
- ☐ Community Planning

ATTACHMENTS

1. Project Partnership Agreement – Cultural Centre South Façade Improvements, draft dated September 2026

CONCURRENCE

Annie Bérard-Ball, Director of Corporate Services / Chief Financial Officer ***ABB***

Respectfully submitted,

K. McPhedran

_____
Kevin McPhedran
Director of Community Services

M. Mason

_____
Michelle Mason
Chief Administrative Officer

PROJECT PARTNERSHIP AGREEMENT:
Cultural Centre South Façade Improvements

THIS AGREEMENT DATED FOR REFERENCE THE _____ DAY OF _____, 2026

BETWEEN: The Corporation of the Village of Cumberland
(hereinafter "the Village")

AND: Cumberland and District Historical Society
(hereinafter "the Society")

WHEREAS:

A. The Village of Cumberland and Cumberland and District Historical Society wish to enter into partnership to facilitate exterior cosmetic improvements to the Cumberland Cultural Centre façade.
B. The Village is the owner of the Cumberland Cultural Centre and will own all improvements upon project completion.
C. The Cumberland and District Historical Society has a relationship with a potential funder of this project and is willing and able to act as project manager for the Cultural Centre façade exterior improvements.
D. The Project aligns with the Society's strategic plan "….to preserve and share the histories and stories of the Village of Cumberland and Comox Valley for current and future generations," and reflects the Society's role as a community cultural resource, connecting historical research and collections with everyday community life.
E. The Village is working on a facility renewal strategy which will consider the future of the Cultural Centre in the long term.

NOW THEREFORE the parties agree as follows:

1. PROJECT OVERVIEW

1.1 The vision of this project is to undertake an exterior cosmetic refresh of the Cultural Centre façade, focused exclusively on the South Elevation facing Dunsmuir Avenue, to refresh the building's appearance while preserving its existing heritage character and architectural details.

In addition to repainting and cosmetic improvements, the project will use the façade as an opportunity to increase awareness of Cumberland's history by updating and adding interpretive signage to explain the significance of the buildings represented by the façade - sharing the stories of those buildings and the people, businesses and communities connected to them.

These improvements will create an engaging, publicly visible heritage experience that encourages people to pause, explore and engage with Cumberland's past.

2. PROJECT SCOPE

2.1 Works are limited to cosmetic changes to the South Elevation of the building facing Dunsmuir Avenue. The goal of the work is to refresh and improve the appearance of the existing exterior while retaining the building's existing character, architectural details, colours, and heritage appearance, in addition to signage improvements.

- 2.1.1 Complete a general inspection of the South Elevation and identify areas requiring minor repair or cosmetic attention prior to painting.
- 2.1.2 Complete hazardous material testing prior to commencement of the Works.
- 2.1.3 Prepare exterior surfaces for repainting, including cleaning, scraping, sanding, and spot-priming where required.
- 2.1.4 Repaint the exterior of the South Elevation, including siding, trim, architectural details, doors, and other painted exterior elements.
- 2.1.5 Match the existing colour scheme and architectural character.
- 2.1.6 Clean and refresh – and where necessary replace - existing signage and decorative elements on the South Elevation to represent the original buildings portrayed by the facade (see Appendix A).
- 2.1.7 Refinish the Cumberland Cultural Centre kiosk sign, and develop and install two new interpretive panels in the existing Cultural Centre kiosk (see Appendix B). Signs will go on the front and back of the kiosk. One of these signs will be about the buildings represented in the facade (see Appendix A).

2.2 The scope is intended as a cosmetic exterior refresh only. Work is restricted to the South Elevation facing Dunsmuir Avenue and does not include major structural repairs, alterations to the building footprint or envelope, or changes to the existing architectural character. For clarity, the scope will not include:

- 2.2.1 Replacing the shingles on the roof.
- 2.2.2 Replacing and repairing the metal siding on the silo.
- 2.2.3 Replacing the vinyl decking on the balcony.
- 2.2.4 Structural repairs of the Cultural Centre or changes to the building envelope.

2.3 Initial estimates indicate that the cost of the Works will be between $60,000 and $120,000. However, this estimate may change following a more detailed review of the facade condition and updated pricing. Capital costs will be funded through external funding, secured by the Society.

3. TERM

3.1 The Agreement shall commence upon signing and shall conclude on completion of the works to the Village's satisfaction, estimated for Summer 2027, subject to budget and funding approval and the project partnership agreement being approved within a reasonable timeline.

4. VILLAGE ROLES AND RESPONSIBILITIES

4.1 To receive, review and respond in writing to the Society's submission of project plans, including specifications of works, contractor approach, safety and access planning, proposed schedule, insurance documentation, and interpretive sign drafts, within 10 business days of submission by the Society.

4.2 To coordinate construction scheduling with the Society, including providing advance notification of any blackout dates, in order to mitigate conflict with any special events, rentals or programs that may be impacted by the works.

4.3 Upon request of the Society, to complete final inspection of the works and respond in writing, either accepting the works or listing any outstanding deficiencies, within 10 business days. Acceptance by the Village will not relieve the Society or its contractors from responsibility for deficiencies, damage, or non-compliance that becomes apparent after the final inspection.

4.4 To reasonably support the Society in the project with technical guidance and support, upon request.

5. SOCIETY ROLES AND RESPONSIBILITIES

5.1 To fund the project, and provide overall project management and administration services for the cosmetic improvements to the South Elevation of the Cumberland Cultural Centre, including:

5.1.1 Securing full project funding required for completion of the project, including entering into funding agreements as required, and ensuring that no project costs are incurred on behalf of the Village unless expressly approved in writing by the Village;

5.1.2 If project funding is withdrawn, delayed, reduced, or made subject to conditions that may materially affect the scope, schedule, cost, or completion of the Works, the Society will notify the Village promptly. The Society will not proceed with affected work until the parties have confirmed in writing whether the project will continue, be revised, be suspended, or be cancelled.

5.1.2 Developing a project plan, and submitting the plans to the Village for approval;

5.1.3 Procuring contractor services and materials as required, ensuring the works are completed by a contractor with the appropriate knowledge, training and professional experience; and

5.1.4 Completing hazardous material testing prior to commencement of the Works and, subject to the presence of any hazardous materials, developing and implementing a hazardous materials plan that ensures safe work procedures and appropriate disposal;

5.1.5 Entering into contractual agreements with the selected contractor, including into a Prime Contractor Designation agreement; supervising and providing overall direction on the works;~~,~~ and requiring all contractors to maintain until completion of the works: valid WorkSafeBC registration; and $5,000,000 of commercial general liability (per occurrence) with an insurer licensed in British Columbia, naming the Village and the Cumberland and District Historical Society as additional insureds, and all risk course of construction insurance.

5.1.6 Before any work begins, the Society will provide the Village with copies of contractor insurance certificates, WorkSafeBC clearance documentation, and any other documentation reasonably required by the Village to confirm that contractor safety and insurance requirements have been met.

5.1.7 Coordinating historical research and interpretation for the new signage and interpretive panels, ensuring that the content accurately reflects the community history and buildings represented by the façade

5.1.8 Coordinating access, scheduling, site protection with the contractor, and other logistical requirements necessary to complete the Works safely and efficiently.

5.2 To provide the Village with regular updates and information on key project milestones.

5.3 The Society will be responsible for identifying and managing project risks related to contractor selection, site safety, public access, weather delays, funding conditions, construction scheduling, protection of the facility, and completion of the Works. The Society will notify the Village promptly of any material risk that may affect safety, cost, schedule, scope, public access, or the Village's ownership

interests, and will work with the Village to determine appropriate mitigation measures before proceeding.

5.4 Work will be completed from the exterior using a boom lift, and the Society will ensure that all required safety planning, operator qualifications, traffic or pedestrian controls, site protection, and coordination with Village facility operations are in place before the work begins.

5.5 The Society's role is limited to the coordination and delivery of cosmetic and interpretive improvements and does not include responsibility for structural construction, structural repairs, or alterations to the building envelope.

5.6 Upon project completion, to provide the Village with a copy of all project expenses for the purpose of Village asset management records and planning.

6. VILLAGE OF CUMBERLAND FACILITY PLANNING

6.1 The parties agree and mutually understand that the Village has embarked on a long-range facility renewal strategy to modernize Village facilities. To date, no specific plans have been made regarding the future of the Cultural Centre, and no major changes to the facility are proposed in the short to medium term; however, the Village makes no guarantee as to the long-term status of the Cultural Centre, and specifically to maintaining the architectural elements and replica buildings depicted on the south façade.

7. COSTS AND EXPENSES

7.1 Except as otherwise expressly set out in this Agreement, each party will be solely responsible for all costs and expenses it incurs in fulfilling any of its obligations under this agreement.

8. NOTICES AND CONTACTS

8.1 All project communications, including any notices or approvals that either party desires or is required to give to the other party, shall be in writing addressed to the other party at the address as follows:

TO THE VILLAGE: Kevin McPhedran
Director of Community Services
kmcphedran@cumberland.ca

TO THE SOCIETY: Jillian Roberts
Executive Director
director@cumberlandmuseum.ca

The Parties hereby agree to work together to reach mutual goals subject to the above terms.

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Per……
Vickey Brown
Mayor

Per……..
Michelle Mason
Chief Administrative Officer

CUMBERLAND AND DISTRICT HISTORICAL SOCIETY

Per…….
Jillian Roberts
Executive Director

Appendix A

The Buildings represented in the facade are (left to right):

1. Canadian Collieries Office
2. Miners Recreation Institute
3. Chinese Masonic Hall (Dart Coon Club)
4. Sunon Wo. store
5. Chinese Nationalist League
6. Chow Lee Company store

Facade in 1993

The four buildings on the right represent buildings in Cumberland Chinatown. Original buildings from Chinatown are shown below.

From left to right above: Chinese Masonic Hall (Dart Coon Club), Sunon Wo. Store, Chinese Nationalist League, Chow Lee Company store.

Appendix B

The kiosk sign frame will be sanded and painted. The interpretive panel within has degraded and will be updated, reprinted, and installed. On the back of the kiosk sign (currently blank), a new interpretive panel will be developed and installed with more information about the building facade.

COUNCIL REPORT

REPORT DATE: September 3, 2026
MEETING DATE: September 28, 2026

File No. 2240-20 Royston Water

TO: Mayor and Councillors

FROM: David Dougherty, Director of Engineering and Public Works

SUBJECT: Comox Valley Regional District – Royston Water Supply Agreement Amendment

RECOMMENDATION

THAT Council approve in principle and authorize staff to negotiate and prepare amendments to the existing water supply agreement with the Comox Valley Regional District to reflect the phased reduction of water service associated with the Water South Extension Project, including the continued supply of water to the Kentwood service area through 2030; and,

THAT the Village of Cumberland continue to provide bulk water to the Comox Valley Regional District until a subsequent report is be brought forward for Council's consideration and approval of the final agreement amendments.

PURPOSE

The Comox Valley Regional District (CVRD) is actively investing in infrastructure improvements to provide a long-term regional water supply to the Royston area, South Courtenay, and K'ómoks First Nation lands. These improvements form a multi-year initiative known as the Water South Extension Project (WSEP). Due to the phased delivery of the project, the CVRD has requested that the Village of Cumberland continue supplying water to the Kentwood zone until regional water infrastructure servicing that area is completed.

The purpose of this report is to seek Council's approval for staff to negotiate and amend the existing water supply agreement with the CVRD to reflect the reduction in water supplied by the Village as portions of the WSEP are completed and commissioned. Village and CVRD staff have discussed timelines for maintaining water service to the Kentwood zone under a revised agreement for a three-year period from 2028 through 2030. Once the details of the amended agreement have been finalized, a subsequent report will be presented to Council outlining the proposed changes, including any adjustments to water rates and associated financial impacts resulting from the reduced service area.

PREVIOUS COUNCIL DIRECTION

Date	Resolution
Jan 8th 2024	THAT Council approve the Corporation of the Village of Cumberland to enter into the Royston Water Supply Agreement with the Comox Valley Regional District for a period of two years, starting January 1 2024 and terminating December 31 2025, with the option to renew in a one year increment for an additional two years.

BACKGROUND

The Village of Cumberland has been supplying bulk water to the Royston area since 1957. The Village of Cumberland historically sold bulk water to the Royston Improvement District; however the Royston Improvement District was dissolved by Order in Council No. 626 in 2009 and all of its obligations under the water service were transferred to the Comox Valley Regional District (CVRD). In 2010 the CVRD established a local service for the supply of water for the Royston Water Local Service Area and CVRD entered into an amendment to the existing agreement, which has since been renewed every two or three years and is expected to expire in 2027.

CVRD Water South Extension Project

In April 2023, CVRD announced the Water South Extension Project, set to extend the Comox Valley water system and bulk water supply to Royston, K'ómoks First Nation and South Courtenay. The Kentwood area will require a booster pump station to be installed in 2030. The detailed design began in 2025, and the construction is expected to start in late 2026 and be completed in 2027. While this project will provide water service to the greater Royston area, the First Nations treaty lands and support the City of Courtneay fire protection.

The initial phase of the WSEP will install and upgrade water infrastructure extending from the Courtenay area near Arden Road to Royston, primarily along the Comox Logging Road and Livingstone Road corridors. Construction is anticipated to begin in late 2026 or early 2027. Subsequent phases will extend service to K'ómoks First Nation lands via the Island Highway and Briardale Road corridor, followed by the Kentwood service area located adjacent to the Village boundary near Royston Road. The CVRD has requested the Village of Cumberland to consider maintaining the water supply to the Kentwood Road zone beyond 2027 until the booster pump station is constructed and commissioned.

The Kentwood zone consists of approximately 60 lots and is directly fed from the Village system and is approximately 65 cubic meters of water per day in winter and approximately 140-180 cubic meters of water per day in summer months. This is equal to a range of 2.5 - 7% of the daily demand of the Village supply.

The project provides a number of benefits to each of the project partners, including:

- The Royston Water Local Service Area (WLSA) currently receives water from the Village of Cumberland through a Water Supply Agreement. Per the agreement, the CVRD is required to find an alternate source for Royston as growth in the Village continues to rise which is increasing water demands.
- The CVRD committed to extend water services to KFN Treaty Lands in the south region as part of the Mutual Benefit Agreement (MBA) between the CVRD and K'ómoks First Nation,

drafted for the Comox Valley Water Treatment Project. The MBA was instrumental in receiving the grant funding for this project.

- Additional connections and bulk water supply locations for the City of Courtenay helps to improve fire flows and servicing for development in South Courtenay.
- It currently does not consider a bulk supply to the Village of Cumberland via the Royston Road connection. The only generated benefit to this change for the Village of Cumberland is the reduction in water usage during elevated water restrictions typically encountered in the summer months.

Water Consumption

The following table shows the volume of water used by the Royston Water Local Service Area over the past three years and the estimation for 2026 based on January to August 2026 and September to December 2025 actual consumption.

Year	Total M3	Cumberland M3	Royston M3	*Royston %*	Kentwood M3	*Kentwood %*
2023	950,838	613,864	336,974	*35.4%*	27,294	*2.9%*
2024	925,571	618,972	306,599	*33.1%*	25,091	*2.7%*
2025	992,635	658,941	333,694	*33.6%*	28,363	*2.9%*
2026 estimate	963,903	653,779	310,124	*32.2%*		*0.0%*
average 2023-2025	*956,348*	*630,592*	*325,756*	*34.1%*	*26,916*	*2.8%*

Consumption is trending higher in 2025 and 2026 for Cumberland while Royston remains predictable. Note the Royston volumes include Kentwood.

ALTERNATIVES

1. That Council request staff to come back with more information.

STRATEGIC OBJECTIVE

☐ Diverse and Healthy Community
☒ Sustainable Service Delivery and Asset Management
☐ Community Planning

FINANCIAL IMPLICATIONS

To prevent the Village to depend on the Royston water sale revenue to cover for its operating and capital expenses, the entire revenues are now contributed to the water stabilization reserve and are not required to balance the annual budget.

The bulk water rate was increased from $0.95 to $1.06 per cubic meter of water as of January 1, 2026 for the remaining duration of the agreement ending on December 31, 2026 and inclusive of an automatic one year renewal ending on December 31, 2027. Annual bulk water sale revenue is expected to reduce from over $300,000 while servicing Royston to about $27,000 for the

Kentwood Road area. Staff will reassess the rate structure in fall 2026 and propose appropriate increase for a reduced service for the Kentwood Road area beyond 2027.

OPERATIONAL IMPLICATIONS

Administrative and finance staff resources is required to produce the quarterly invoice for CVRD. Village Public Works monitor and maintain water source and quality for the RWLSA and the Village proper as part of regular duties.

CLIMATE CHANGE IMPLICATIONS

While this agreement does not directly address climate change, both parties acknowledge the existing water storage capacity limitations in the Village of Cumberland and CVRD is working towards securing an alternative water supply for the Royston Water Local Service. This will reduce the pressure on the Village water system and improve the Village resilience during future period of drought.

ATTACHMENTS

None

CONCURRENCE

Annie Bérard-Ball, Director of Corporate Services / Chief Financial Officer ***ABB***

Respectfully submitted,

D. Dougherty

_____
David Dougherty
Director of Engineering and Public Works

M. Mason

_____
Michelle Mason
Chief Administrative Officer

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 1273

A bylaw to provide for the borrowing of money that may be necessary to meet lawful expenditures for the year 2027.

The Council of the Corporation of the Village of Cumberland in open meeting assembled enacts as follows:

1. This Bylaw may be cited as "Revenue Anticipation Borrowing Bylaw No. 1273, 2026".

2. The Council is authorized to borrow, in the year 2027, upon the credit of the municipality from a financial institution an amount or amounts the sum total of which must not exceed $4,000,000.

3. The form of obligation to be given as acknowledgment of the liability shall be an instrument or evidence or indebtedness signed by the authorized signing officers.

4. When collected, revenue from property taxes shall be used as necessary to repay money borrowed under this bylaw.

READ A FIRST TIME THIS	**8TH**	**DAY OF**	**SEPTEMBER**	**2026.**
AMENDED ON THIS	**8TH**	**DAY OF**	**SEPTEMBER**	**2026.**
READ A SECOND TIME AS AMENDED	**8TH**	**DAY OF**	**SEPTEMBER**	**2026.**
READ A THIRD TIME THIS	**8TH**	**DAY OF**	**SEPTEMBER**	**2026.**
ADOPTED THIS		**DAY OF**		**2026.**

_____ _____

Mayor Corporate Officer

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 1270

A bylaw to exempt certain lands and improvements from taxation for the 2027 taxation year.

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited as "Permissive Tax Exemption 2027 Bylaw No. 1270, 2026".

2. The following land or improvements, or both, are exempted from taxation as provided by section 197(1)(a) of the *Community Charter* for the 2027 taxation year to the extent and subject to the conditions provided:

   (a) the following land or improvements, or both, owned or held by a charitable, philanthropic or other not for profit corporation as permitted under section 224(2)(a) of the *Community Charter*:

      (i) that portion of Lot 3, Block H, Plan 522E, District Lot 21, Nelson Land District, PID 008-932-212 held by the Cumberland and District Historical Society; and

      (ii) Lot A, Plan EPP127706, Section 3, Township 9, Comox Land District, and Sections 34, 35 and 36, Township 10, PID 031-936-008 owned by the BC Parks Foundation; and

      (iii) Lot A, Plan EPP121808, District Lot 24, Section 27, Township 10, Comox Land District, and Nelson Land District, PID 031-848-931 owned by the Cumberland Community Forest Society;

   (b) the following areas of land surrounding a building for public worship and hall, and improvements used for the purposes of a hall, as permitted under section 224(2)(f) of the *Community Charter*:

      (i) Lot 1, Block 4, Plan 522, District Lot 21, Nelson Land District, PID 008-970-513 owned by BC Conference Property Development Council United Church of Canada; and

(ii) Lot B, Plan 43397, District Lot 21, Nelson Land District, PID 003-382-281 owned by the Cumberland Community Church.

READ A FIRST TIME THIS	**08TH**	**DAY OF**	**SEPTEMBER**	**2026.**
READ A SECOND TIME THIS	**08TH**	**DAY OF**	**SEPTEMBER**	**2026.**
READ A THIRD TIME THIS	**08TH**	**DAY OF**	**SEPTEMBER**	**2026.**
ADOPTED THIS		**DAY OF**		**2026.**

Mayor

Corporate Officer

COUNCIL REPORT

REPORT DATE: 9/17/2026
MEETING DATE: 9/28/2026

File No. 2023-02-RZ

TO: Mayor and Councillors

FROM: Karin Albert, Senior Planner

SUBJECT: Zoning Amendment Bylaw 1215, Lot A, Ulverston Avenue, Third Reading

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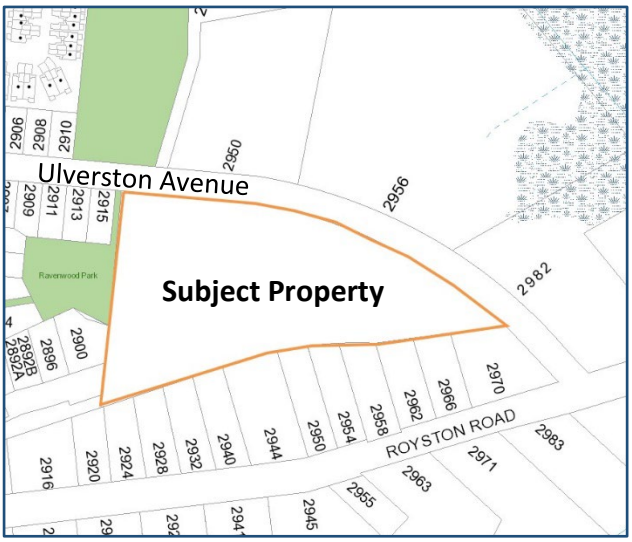
RECOMMENDATION

1. THAT Council approve the Statutory Right-of-Way for utilities presented together with Zoning Amendment Bylaw 1215 for registration on the land title of Lot A, District Lot 24, Nelson District, Plan VIP72022.

2. THAT Council approve the section 219 covenant presented together with Zoning Amendment Bylaw 1215 for registration on the land title of Lot A, District Lot 24, Nelson District, Plan VIP72022.

3. THAT Zoning Amendment Bylaw No. 1215, 2024 be amended as follows:



Subject Property: Lot A, District Lot 24, Nelson District, Plan VIP72022

   i. in the title block, by striking "**A Bylaw to amend the Zoning Bylaw No. 1027, 2016**" and substituting "**A Bylaw to amend the Zoning Bylaw No. 1238, 2025**".

   ii. in paragraph 2 Text Amendments, by striking "Zoning Bylaw No. 1027, 2016" and substituting "Zoning Bylaw No. 1238, 2025"; and by striking (a) to (h) and substituting the following:

      (a) in **Table 11.1(1) Intent of Zones** by *adding* the following row at the bottom of the table:

MU-4	Medium Density Mixed-Use	The intent of this zone is to support mixed-use development outside of the Village Core area to promote housing diversity and accommodate commercial growth.

(b) in **Table 11.2(1) Permitted Uses** by *adding* a column titled MU-4 and associated conditions as shown below:

Use		MU-4[24]
Accessory Buildings and Structures		S
Agriculture, Urban [2]		S
Care Facility, Child [3]		P
Care Facility, Community [3]		P
Care Facility, Licence-Not-Required		S[25]
Caretaker Suite		--
Containers		--
Cultural and Community Services		P
Dwelling Units		P [6, 26]
Education Services		P
Emergency and Protective Services		--
Entertainment Facility		--
Farmer's Market		S
Food Services		P [10 25]
Gas Station		--
Health Services		P [25]
Home Occupation [13]	Minor	S
	Standard	--
	Bed and Breakfast Accommodation	--
	Short-Term Rental Accommodation	--
Hostel		--
Hotel		--
Licensed Premises		--
Mobile Vending		P [15, 25]
Motel		--
Parking Lot		S [16]
Personal Services		P [25]
Production Facility, Alcohol		--

Use	MU-4[24]
Professional Services, Internal-Facing	P [25]
Professional Services, Public-Facing	P [25]
Recreation Services, Indoor	P [25]
Retail, Cannabis	--
Retail Sales	P [20, 21, 25]
Secondary Suite[22]	S
Storage, Outdoor	-
Veterinary Services	P [25]

CONDITIONS [**Table 11.2 (1)**]

[24] Despite anything to the contrary in this Table 11.2(1) but subject to all other applicable provisions in this bylaw, the land legally described as Lot A District Lot 24 Nelson District Plan VIP72022 ("Lot A") may only be developed with and used for a single building (the "mixed-use building"), unless Lot A is subdivided to create a single parcel to accommodate the mixed-use building (the "mixed-use parcel") in which case the remainder of Lot A, other than any area that may be dedicated to the Village as park, is the "ground-oriented parcel".

[25] This use is only permitted on the ground floor of the mixed-use building and is not permitted anywhere else in the MU-4 zone.

[26] Dwelling units within the mixed-use building must be residential rental tenure apartments and dwelling units on the ground-oriented parcel must be ground-oriented or stacked townhouses, or low-rise apartments.

(c) in **Table 11.3(1) Subdivision Standards** by *adding* a column titled MU-4:

Criteria		MU-4[2]
Minimum Lot Area	One detached dwelling unit	n/a
	Two attached dwelling units	n/a
	Three or more attached dwelling units	2,000 m^2
	All other uses	2,000 m^2
	One detached dwelling unit	n/a
	Two attached dwelling units	n/a

Criteria		MU-4[2]
Minimum Lot Width	Three or more attached dwelling units	15.0 m
	All other uses	20.0 m
CONDITIONS [**Table 11.3(1)**] [2] Lot A may only be subdivided in accordance with Table 11.2(1), condition 24, and the mixed-use parcel must have a minimum lot area of 3290 m^2 and a lot line abutting Ulverston Avenue for at least 40 m.		

(d) in Table **11.4(1) General Regulations** by *adding* a column titled MU-4 and associated conditions:

Criteria		MU-4[3]
Maximum Lot Coverage	One detached dwelling unit	n/a
	Two attached dwelling units	
	Three or more attached dwelling units	65%[3]
	All other uses	65%
Maximum Lot Coverage including Impermeable Surfaces		75%
Maximum No. of Dwelling Units	Buildings comprising one detached dwelling unit	n/a
	Buildings comprising two or more attached dwelling units [2]	
	Caretaker suites	
Maximum FAR[2]		1.7
CONDITIONS [**Table 11.4(1)**] [3] For Lot A, the maximum lot coverage is 50% for the "ground oriented parcel" and 65% for the "mixed use parcel".		

(e) in **Table 11.5(1) Development Regulations for Principal and Secondary Buildings and Structures** by *adding* a column titled MU-4 and associated conditions, *adding* a row titled "Maximum Gross Floor Area" as follows:

Criteria		MU-4
Maximum Floor Area	Community Care Facility	n/a
	All other non-residential uses	

Maximum Floor Area of Each Additional Detached Dwelling Unit		n/a
Maximum Gross Floor Area		n/a[7]
Maximum Height		15.0 m[2]
Minimum Ground Storey Height		n/a
Minimum Front Setback	1st and 2nd Storey 3rd Storey and above	3.0 m[8]
Minimum Rear Setback		4.5 m[9]
Minimum Side Setback		1.5 m[10]
Minimum Exterior Side Setback		1.5 m[11]

CONDITIONS [**Table 11.5 (1)**]

[7] For Lot A, the maximum gross floor area is 4,405m^2 for mixed use parcel – residential uses; 785m^2 for mixed use parcel – commercial uses; and 6,790m^2 for ground oriented parcel.

[8] For Lot A, the maximum front setback is 7.5m for a mixed use building.

[9] The minimum rear setback for residential buildings comprising five or more dwelling units is 7.5 m.

[10] The minimum side setback for residential buildings comprising five or more dwelling units is 7.5 m.

[11] The minimum exterior side setback for residential buildings comprising five or more dwelling units and for all non-residential uses is 3.0 m

and in the newly added row titled "Maximum Gross Floor Areas" by *adding* "n/a" in the columns titled MU-1, MU-2, and MU-3; and

to condition 2, by adding to the end "except for Lot A where it is 11.5 metres".

(f) in **Table 11.5(2) Development Regulations for Accessory Buildings and Structures** by *adding* a column titled MU-4 as follows:

Criteria	MU-4
Maximum Floor Area[1]	100m or 10% of the area of the lot, whichever is less.
Maximum Height	4.5 m
Minimum Front Setback	3.0 m
Minimum Rear Setback	1.5 m
Minimum Side Setback	1.5 m

Minimum Exterior Side Setback	3.0 m

iii. by striking paragraph 3 and substituting:

"The zoning of the parcel legally described as Lot A, District Lot 24, Nelson District, Plan VIP72022 and shown boldly outlined in Schedule A to this bylaw is amended from RU-1 – Rural One to MU-4 – Mixed Use Medium Density, and Schedule A Zoning Map and Schedule B Zoning Map within Urban Containment Boundary of "Zoning Bylaw No. 1238, 2025" are amended accordingly."

4. THAT Council give third reading to Zoning Amendment Bylaw No. 1215, 2024 as amended.

PURPOSE

The purpose of this report is to advance the rezoning of the subject property by:

1. seeking Council approval of:
    a. a statutory right-of-way agreement over the utility crossing the subject property for registration with the Land Title Office; and
    b. a section 219 covenant establishing requirements for the development and amenity contributions for registration with the Land Title Office.
2. recommending Zoning Amendment Bylaw No. 1215, 2025 (Bylaw 1215) for third reading.

Amendments to Bylaw 1215 are recommended before third reading that:

- are technical in nature to reflect the adoption of the new Zoning Bylaw 1238 after first and second reading were given to Bylaw 1215, and
- restrict development of the lot to be generally in compliance with the concept plan where this can be regulated in the Zoning Bylaw instead of the covenant. Additional requirements that cannot be regulated by zoning are found in the covenant.

PREVIOUS COUNCIL DIRECTION

Date	Resolution
April 28, 2025	THAT Council give first and second reading to Zoning Amendment Bylaw No. 1215, 2025 (Lot A, Plan VIP72022, Ulverston Avenue). THAT Council accept the conditions of rezoning presented together with Zoning Amendment Bylaw No. 1215, 2025.
October 1, 2024	THAT Council refer draft Zoning Amendment Bylaw No. 1215, 2024 (Lot A, Plan VIP72022, Ulverston Avenue) to the Homelessness and Affordable Housing Committee, K'ómoks First Nation, School District 71 for comment; and THAT Council require the zoning amendment applicant for Lot A, Plan VIP72022, Ulverston Avenue to hold a second public information meeting.

BACKGROUND

Zoning Amendment Bylaw No. 1215

The purpose of Bylaw 1215 is to amend Zoning Bylaw No. 1238, 2025 (Bylaw 1238) to rezone Lot A on Ulverston Avenue (the subject property) to permit a mixed-use building with ground level commercial units fronting Ulverston Avenue and about 60 rental apartment units above and behind the commercial units. Bylaw 1215 would also permit approximately 58 ground-oriented multi-family residential units. Parkland is proposed on the south side of the property and would protect the small watercourse on the property, a wetland, many of the mature Douglas-fir trees, and provide a buffer to the single residential uses on Royston Road. A multi-use trail is to connect Ulverston Avenue to Carlisle Lane and Ravenwood Park. A general site layout is captured in the attached Development Concept Plan (Attachment 1 – Development Concept Plan). A detailed design will be required for the development permit application, and the configuration of buildings, units, and outdoor space may change, within the confines of the developable area, lot coverage, floor area ratio and setbacks, as well as within the terms of section 219 covenant to be registered on title of the property as part of the rezoning

Previous staff reports of October 1, 2024 (p.141-232) and April 28, 2025 (p. 129-222) provide further background information on the proposed development.

The application and a draft of Bylaw 1215 was referred to the Advisory Planning Commission (APC) at their March 13, 2025 meeting and the Homelessness and Affordable Housing Committee (HAH) on March 19, 2025. Both recommended the rezoning proceed with several changes, all of which are included in the bylaw or covenant. One exception is a recommendation about the details of the affordable housing contribution and that is discussed in the section of this report on the covenant. Further details of the APC and HAH resolutions are in the April 28, 2025 Council report.

Bylaw 1215 received first and second reading at the April 28, 2025 Council meeting. Following that meeting, staff worked with legal counsel and the applicant on a restrictive covenant to secure the amenity contributions including a statutory right-of-way (SRW) agreement over the sewer main that crosses the western part of the property (Attachment 2 – Restrictive Covenant and Attachment 3 – Utility Statutory Right-of-Way Agreement).

In February 2026, Council adopted a new Zoning Bylaw (Bylaw 1238). Bylaw 1238 has a different format than the previous Zoning Bylaw which Bylaw 1215 was initially written to amend. In addition, a few amendments that were proposed in Bylaw 1215 were implemented with the adoption of Bylaw 1238. Amendments to Bylaw 1215 are required prior to third reading to fit the new Zoning Bylaw format and delete the sections that have been implemented by Bylaw 1238 (Attachment 4 – Zoning Amendment Bylaw 1215 at Second Reading, Attachment 5 – Recommended Amendments to Bylaw 1215 in Track Changes and Attachment 6 – Zoning Amendment Bylaw 1215 Proposed for Third Reading).

Following are the amendments that are proposed to Bylaw No. 1215 prior to third reading (Attachment 5 – Proposed Amendments to Bylaw 1215 in Track Changes).

Zone Name

Bylaw 1215 at second reading names the proposed new zone MU-2 Mixed Use Residential Zone Two.

- The recommended amendments to Bylaw 1215 call the proposed new zone MU-4 Medium Density Mixed-Use as MU-2 and MU-3 have already been assigned to other zones in the new Zoning Bylaw. The new MU-4 zone is drafted so it can be applied to other properties in the future, per the overall approach in the new Zoning Bylaw.

Formatting

Bylaw 1215 at second reading has a single regulatory table for the zone.

- The recommended amendments to Bylaw 1215 capture the regulations pertaining to the proposed new MU-4 zone in a fourth column to be added to the tables in *Part 11 Mixed-Use Zones* of the new Zoning Bylaw.

Definitions

Bylaw 1215 at second reading includes a definition for mixed-use.

- The recommended amendments to Bylaw 1215 do not add a definition for mixed-use as it is not necessary within the format and approach of the new Zoning Bylaw. "Mixed" does not require a definition and the specific uses permitted in a particular mixed-use zone or a mixed-use building are identified in the *Permitted Uses* tables in the new Zoning Bylaw.

Bylaw 1215 at second reading includes a definition for residential rental tenure.

- The recommended amendments to Bylaw 1215 do not include this because it was added in the new Zoning Bylaw.

Bylaw 1215 at second reading includes a definition for "Fitness Studio".

- The recommended amendments to Bylaw 1215 do not include this, as the definition for Recreation Services, Indoor in the new Zoning Bylaw encompasses the earlier proposed definition for "Fitness Studio".

Home Occupation and Parking Regulations

Bylaw 1215 at second reading adds a provision that "office use" is permitted within a multi-residential unit.

- The recommended amendments to Bylaw 1215 do not include this because the new Zoning Bylaw added a "minor home occupation" category which is to be entirely contained within a dwelling unit. This permits an office use within a multi-residential unit and makes section 2(d) of Bylaw 1215 at second reading unnecessary.

Bylaw 1215 at second reading includes vehicle and bicycle parking regulations.

- The recommended amendments to Bylaw 1215 do not include these because the vehicle and bicycle parking regulations in the new Zoning Bylaw are by use, rather than by zone, making the vehicle, bicycle and tandem parking tables in the previous sections 2(e) to 2(g) of Bylaw 1215 redundant.

Permitted Uses

Bylaw 1215 at second reading includes a list of permitted uses that fit with the terminology and definitions used in the Zoning Bylaw that was in place at the time.

- The recommended amendments to Bylaw 1215 use the same terminology and definitions as the new Zoning Bylaw. The list of permitted uses have been adjusted to correspond to the new names of the same or similar uses in the new Zoning Bylaw.

In addition, condition 24 in Table 11.2(1) (shown in footnote style) specifies that the subject property may be developed with a single mixed use building without prior subdivision. This is to incentivize constructing the mixed use building first and to add much needed rental housing to Cumberland's tight rental housing market. If the owner wishes to develop the ground-oriented residential units first, subdivision of the lot is required first to create a mixed use and a ground-oriented parcel. These requirements ensure that the intent of the development concept plan is carried through (Attachment 1 – Development Concept Plan).

Subdivision Standards

Bylaw 1215 at second reading has a minimum lot size of 2,000 m^2.

- The recommended amendments to Bylaw 1215 set the minimum lot size for the mixed use parcel on Lot A at 3290 m^2. That lot size is approximately the size mixed use building area with required setbacks as shown on the development concept plan. The purpose of this change is to include details of the concept plan in the zoning instead of only the covenant.

Bylaw 1215 at second reading has a minimum lot width for "all other uses" of 9.0 m.

- The recommended amendments to Bylaw 1215 changes the standard width for the MU-4 zone to 20.0 m for consistency with the existing MU-3 zone.
- For Lot A specially, as shown in condition 2, the lot line of the mixed use parcel fronting Ulverston must be at least 40m. Length of a front lot line is a slightly different measure than lot width where a lot is an irregular shape. The purpose is to include details of the concept plan in the zone instead of the covenant. The Ulverston frontage for the mixed use area in the concept plan is approximately 70m, but setting the minimum at 40m allows for some flexibility in final design with our compromising the overall minimum area for the mixed us building parcel.

General Regulations

Bylaw 1215 at second reading identifies maximum lot coverages of 50% for townhouses, 65% for apartment, 65% for mixed use and 50% for all other uses.

- The recommended amendments to Bylaw 1215 retain these lot coverages. Condition 3 in Table 11.4(1) identifies the maximum lot coverage of 50 percent for ground-oriented residential buildings with up to four units and 65 percent for residential buildings with three or more units. As the "other uses" would be commercial and integrated with the residential building with more than four units, no separate lot coverage is included for "other uses".

Bylaw 1215 at second reading includes Floor Area Ratios (FAR) for the different uses.

- The recommended amendments to Bylaw 1215 include a single FAR which represents an upper limit on the density of development with the new MU-4. Maximum gross floor areas

(GFAs) that apply to the subject property have been added to include details of the concept plan in the zoning instead of only the covenant.

Development Regulations for Principal and Secondary Buildings

Bylaw 1215 at second reading does not include maximum GFAs. It relies on FAR to control maximum densities.

- The recommended amendments to Bylaw 1215 include maximum GFAs for the commercial, ground-oriented and multi-residential uses. The maximum GFA is based on the development concept plan presented at the April 28, 2025 Council meeting with an additional 5 percent to allow for some flexibility during the design phase and to accommodate new end-of-trip facility requirements for the commercial uses and long-term bicycle parking requirements for residential uses.
- The maximum GFA limit applies to the parent parcel before subdivision. If the property is subdivided in the future, the maximum GFA must be apportioned among the new lots. This is further specified in the covenant.

The maximum building heights and setbacks correspond to those in Bylaw 1215 at second reading.

Development Regulations for Accessory Buildings and Structures

The maximum building heights and setbacks for accessory buildings and structures correspond to those in Bylaw 1215 at second reading.

<u>Covenant</u>

Registration of a development covenant is a condition of adoption of this rezoning. The covenant terms were drafted after first and second reading of the zoning amendment and are now presented at third reading for Council approval. Terms and conditions of the covenant cover development configuration, tracking the maximum GFA over time, subdivision, dedication of parkland, and community amenities (Attachment 2 – Restrictive Covenant). The covenant is registered to the property title and its requirements apply to any future owners. The section below outlines components of the covenant.

Development Configuration

The covenant identifies mixed use and the ground-oriented multi-unit residential uses as per the regulations in the amended Bylaw 1215. It specifies that the mixed-use is to consist of a building with commercial use on the ground floor and residential rental tenure use located above and behind the commercial use. The ground-oriented multi-unit residential use must consist of multi-unit residential buildings with ground-level entrances. The building type can be stacked townhouses or low-rise apartments.

The covenant further specifies that the mixed-use building must be located on the Ulverston Avenue frontage and the ground-oriented multi-unit residential buildings must be located north of the proposed park.

Density Provisions

The covenant specifies how the maximum GFAs permitted in Bylaw 1215 will be implemented, requiring a Housing Mix and Density Allocation Table at the time of each building permit

application. The table would list the GFA of the proposed new building, the total permitted GFA on the parent parcel and GFA remaining.

The covenant also specifies that all future parcels created through subdivision will be allocated a portion of the maximum GFA on the property.

Subdivision

The covenant requires that any subdivision is consistent with the development configuration and other provisions in the covenant.

Park Dedication

The covenant requires the dedication of parkland as per the plan attached as Schedule A to the covenant. That plan is consistent with the area and location of the proposed parkland identified in the development concept plan. The proposed park would protect the riparian area of a small creek and a wetland and mature trees on the south side of the property. Park dedication is required prior to subdivision or building permit, whichever occurs first.

Path SRW

Prior to subdivision or building permit, the developer must also grant the Village a statutory right-of-way over a multi-use pathway, generally located in an area outlined on the plan in Schedule A of the covenant. The pathway will be constructed by the owner at a width of 2.0 to 3.0 metres and in accordance with Village multi-use trail standards. It will connect Ravenwood Park trails, Carlisle Lane and Ulverston Avenue. The history of the Wellington Colliery railway that once crossed the property and the natural environment along the pathway will be interpreted through two separate interpretive signs.

Affordable Housing Financial Contribution

As accepted by Council at the time of first and second reading, the developer will contribute $61,700 to the Village's Affordable Housing Reserve Fund. This contribution is required prior to subdivision or building permit, whichever occurs first.

Affordable Housing Properties

The developer has agreed restrict four of the ground-oriented units to residential rental tenure rented at 10% below the average market rent for the region published by the Canada Mortgage and Housing Corporation for a period of twenty years. This will be secured by housing agreement at subdivision.

This replaces the proposal accepted at the time of first and second reading to transfer ownership of a fourplex to Habitat for Humanity for affordable homeownership. The developer was not able to come to an agreement with Habitat for Humanity due to uncertain development timelines. The Homelessness and Affordable Housing Committee had recommended that should an agreement with Habitat for Humanity not be made, that the developer contribute an additional $25,000 to the Affordable Housing Reserve. The four affordable rental units are considered preferrable to $25,000 by staff due to the challenges with building affordable housing.

Playground Size and Use

The developer has agreed to construct a playground that is open to all residents in the new development. The covenant requires the playground, including safety setbacks, to have a minimum size of 250 m^2 and include play features for 2-5 year olds and 5-12 year olds.

The playground is to be built within six months of the first occupancy for the mixed-use building or within six months of occupancy permit for the 20th ground-oriented multi-residential unit, whichever occurs first. This ensures that the playground will be built in conjunction with whatever housing form is built first and as the site becomes populated.

The Village will require a security deposit for 125% of the estimated cost of the playground to secure completion of construction of the playground.

Playground Access and Cost Sharing

The playground will be owned and managed jointly by the strata corporations for the ground-oriented multi-residential units and the mixed-use building on the property. This arrangement is to be facilitated through an easement and a cost-sharing agreement.

No Natural Gas Connection

The development will not have natural gas connections on the property.

EV plug-ins

The commitment that ten percent of parking spaces will be served by EV plug-ins, discussed in the April 28, 2025 Council report, was not included in the covenant because it is now a requirement in the new Zoning Bylaw regulations.

Utility Statutory Right-of Way

The Village's sewer main crosses the subject property. While a right-of-way is registered on title of the property, it is not currently accompanied by an agreement. The attached statutory right-of-way agreement lays out the terms and conditions of use of the right-of-way by the Village and the property owner (Attachment 3 - Statutory Right-of-Way Agreement). In general terms, it allows the Village to install and maintain utilities within the right-of-way and restricts the property owner from doing anything that obstructs Village access to or use of the right-of-way for its intended purpose.

Next Steps in the Development Process

Registration of SRW Agreement and Covenant

If approved by Council, the utility SRW and covenant will be registered on title of the subject property following third reading of Bylaw 1215. Once the two documents have been registered on title, Bylaw 1215 will be brought back to Council for adoption.

ANALYSIS

The proposed development contributes toward meeting the Village's housing need, increasing housing diversity, providing some affordable rental housing, providing a playground for the new residents, protecting a sensitive ecosystem including mature trees, and creating a new public park

and multi-use trail. At the same time, the proposed zoning amendment bylaw, covenant and statutory right-of-way agreement ensure that the Village's and community interests are protected. This is discussed in detail in the April 28, 2025 Council report.

PUBLIC NOTIFICATION AND CONSULTATION

An overview of the public notification and consultation and the agency referrals that occurred before first and second reading is detailed in the April 28, 2025 Council report.

FINANCIAL IMPLICATIONS

There are no immediate financial implications of the rezoning application. The long term financial implications are explained in the April 28, 2025 Council report

OPERATIONAL IMPLICATIONS

Processing rezoning, and subsequent subdivision applications, is part of the regular services provided by the Development and Bylaw Services Department. Rezoning and subdivision also require the involvement of Engineering and Financial Services staff.

CLIMATE CHANGE IMPLICATIONS

The climate change implications are explained in the April 28, 2025 Council report.

ALTERNATIVES

1. THAT Council direct staff to make the following further amendments to Bylaw 1215 presented for third reading:
    a. _____
    b. _____
    c. ….

    AND THAT the thus amended bylaw be given third reading.

If desired amendments are small, they can be made at the Council meeting prior to third reading.

2. THAT Council refer Bylaw 1215 back to staff with further information on:

    a. _____
    b. _____
    c. ….

This alternative can be used if Council would like changes made that require further work and information from staff. This would delay third reading of the Bylaw and registration of the SRW agreement and covenant.

3. THAT Council deny the rezoning application.

STRATEGIC OBJECTIVE

☒ Diverse and Healthy Community
☐ Sustainable Service Delivery and Asset Management
☒ Community Planning

ATTACHMENTS

1. Development Concept Plan
2. Draft Covenant
3. Draft Statutory Right-of-Way Agreement
4. Zoning Amendment Bylaw 1215 at second reading
5. Recommended Amendments to Bylaw 1215 - redlined
6. Recommended Amendments to Bylaw 1215 - clean version

CONCURRENCE

Courtney Simpson, Director of Development and Bylaw Services ***CS***

Respectfully submitted,

K. Albert

_____

Karin Albert, Senior Planner

M. Mason

_____

Michelle Mason
Chief Administrative Officer

OPTION D :1 MULTIFAMILY BUILDING 60 UNITS(4 STOREY MF) + TOWNHOUSES 58 UNITS + COMMERCIAL 4 UNITS , TOTAL 122 UNITS

ULVERSTON AVE, CUMBERLAND PROPOSED REZONE

DATA- ULVERSTON AVE, CUMBERLAND	
SITE AREA:	287,252 SF (2.66 Ha) 87,691 SF (DEDICATED PARK AREA) **199,561 SF**
FAR:	**0.7 SF**
LOT COVERAGE:	25% SF
BUILDING HEIGHT:	16 M (MULTIFAMILY - 4 STOREY) 12.5 M (TOWNHOUSES - 3 STOREY)
UNITS:	**TOTAL UNITS = 122** (MULTIFAMILY - 60 UNITS -1 bed, 2 bed & studio) (TOWNHOUSES - 58 UNITS -1200 SF each) (COMMERCIAL - 4 UNITS - 8000 SF Total)
PARKING: (SURFACE)	171 CARS **60** CARS - **MF** (60 UNITS) 1:1 (59 - RES CARS & 0.1 - VISITOR CARS) **52** CARS - **TOWNHOUSE TYPE A & C** (26 UNITS) 2:1 **48** CARS - **TOWNHOUSE TYPE B** (32 UNITS) 1.5:1 **11** CARS - **COMMERCIAL** (9 - EMP CARS & 2 - VISITOR CARS)
SETBACKS:	FRONT: 3.0 M REAR: > 4 M SIDE: > 1.5 M
BIKE PARKING:	SHORT TERM: **31** (PROVIDED) (0.5/dwelling) LONG TERM: **93** (PROVIDED) (1.5/dwelling) (BIKE PARKING FOR TOWNHOUSES WILL BE PROVIDED)

JOYCE REID TROOST ARCHITECTURE
2515 GLENAYR DRIVE
NANAIMO, BC V9S 3R9
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250.714.8749
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ARCH. STAMP

LOT A ULVERSTON AVE REZONE
ULVERSTON AVE, CUMBERLAND

CLIENT
Dreger Holdings Ltd.

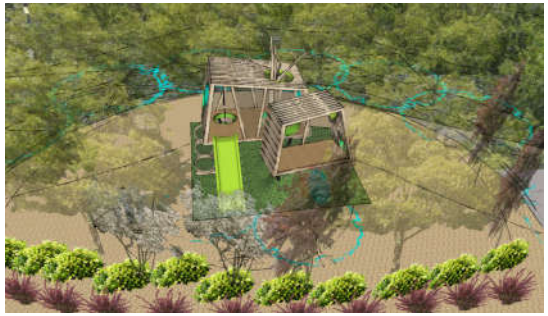
REV. DATE	NUMBER	DESCRIPTION
JULY 31, 2024	01	REZONE REV 1
AUG 01, 2024	02	REZONE REV 2
AUG 28, 2024	03	REZONE REV 3
SEPT 18, 2024	04	REZONE REV 4 - 3 SEPARATE LOTS
NOV 19, 2024	05	3 OPTIONS
NOV 26, 2024	06	3 OPTIONS REV 02
DEC 20, 2024	07	3 OPTIONS REV 03
DEC 24, 2024	08	OPTION D REV 04
DEC 30, 2024	09	OPTION D REV 05
JAN 14, 2025	10	OPTION D REV 06
JAN 24, 2025	11	OPTION D REV 07
FEB 13, 2025	12	OPTION D

DATE	JULY 05, 2024
SCALE	Scale: 1:400
DRAWN BY	JRT

SITE PLAN AND DATA

A100

OVERSIZED RESIDENTIAL PATIOS ALONG ULVERSTON:
- GROUNDS THE BUILDING
- ACTIVATES SITEWALK AND STREETSCAPE



AMENITY SPACES:
- PLAYGROUND AS FOCAL POINT IN THE CENTER OF SITE
- WALKWAY TRAIL NETWORK ACROSS SITE

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ARCH. STAMP

REGISTERED ARCHITECT
JOYCE REID TROOST
PROVINCE OF BRITISH COLUMBIA
2024-07-25

LOT A ULVERSTON AVE REZONE

ULVERSTON AVE, CUMBERLAND, BC

CLIENT

DREGER HOLDINGS LTD

REV. DATE	NUMBER	DESCRIPTION
08.12.2024	01	REZONE REV 01
04.01.2025	02	REZONE REV 02
06.03.2025	03	REZONE REV 03

DATE	JULY 25, 2024
SCALE	SEE DRAWING
DRAWN BY	JRT
DRAWN BY	JRT

OPTION D
SITE PLAN & IMAGERY

A000

JOYCE REID TROOST ARCHITECTURE
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ARCH. STAMP

REGISTERED ARCHITECT
JOYCE REID TROOST
PROVINCE OF BRITISH COLUMBIA
2024-07-25

LOT A ULVERSTON AVE REZONE

ULVERSTON AVE, CUMBERLAND, BC

CLIENT

DREGER HOLDINGS LTD

REV. DATE	NUMBER	DESCRIPTION
08-12-2024	01	REZONE REV 01
04-11-2025	02	REZONE REV 02
06-03-2025	03	REZONE REV 03

DATE	JULY 25, 2024
SCALE	SEE DRAWING
DRAWN BY	JRT
DRAWN BY	JRT

OPTION D
IMAGERY

A001

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

BETWEEN:

MICHAEL WILLIAMSON
COLLEEN LOUISE WILLIAMSON
Box 768
Cumberland, British Columbia V0R 1S0
as to an undivided 1/2 interest as joint tenants

GEORGE MICHAEL WILLIAMSON
4314 Forbidden Plateau Road
Courtenay, British Columbia V9J 1R2
as to an undivided 1/2 interest

(collectively, the "**Owner**")

AND:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
2673 Dunsmuir Avenue, Box 340
Cumberland, British Columbia V0R 1S0

(the "**Village**")

WHEREAS:

A. The Owner is the registered owner in fee simple of certain lands and premises located at Ulverston Avenue, in the Village of Cumberland, British Columbia, and legally described in the *Land Title Act* Form attached to and forming part of this Agreement (the "**Lands**");

B. The Owner proposes to develop the Lands with mixed-use commercial-residential and ground-oriented multi-residential uses and has applied to amend Village of Cumberland Zoning Bylaw No. 1238, 2025 (the "Zoning Bylaw") to facilitate the development;

C. The Owner has undertaken to comply with certain conditions before undertaking development of the Lands;

D. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land, the building on land, the subdivision of land, and the preservation of land or a specific amenity on land; and

E. The Owner wishes to grant to the Village and the Village wishes to accept these covenants over the Lands restricting the development and use of the Lands in the manner herein provided.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of one dollar ($1.00) paid by the Village to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* of British Columbia as follows:

1. **Definitions** – In this Agreement:

   (a) "**dwelling unit**" has the meaning given to it, as of the date of registration of this Agreement, in the Zoning Bylaw;

   (b) "**ground-oriented parcel**" has the meaning given to it in the Village of Cumberland Zoning Amendment Bylaw No. 1215, 2025;

   (c) "**lot**" has the meaning given to it, as of the date of registration of this Agreement, in the Zoning Bylaw;

   (d) "**mixed-use building**" has the meaning given to it in the Village of Cumberland Zoning Amendment Bylaw No. 1215, 2025.

2. **Density Allocation** – The Owner covenants and agrees that:

   (a) if the Lands are subdivided to create the ground-oriented parcel and the ground-oriented parcel is a single lot, the ground-oriented parcel shall not be further subdivided unless the Owner, by registerable agreement on terms satisfactory to the Village, allocates the total amount of density that may be developed on the ground-oriented parcel under the Zoning Bylaw to each of the lots created by that subdivision; and

   (b) the Lands shall not be subdivided to create a ground-oriented parcel that is made up of more than one lot unless the Owner, by registerable agreement on terms satisfactory to the Village, allocates the total amount of density that may be developed on the ground-oriented parcel under the Village of Cumberland Zoning Bylaw No. 1215, 2025 to each of the lots created by that subdivision.

3. **Park Dedication** – The Owner covenants and agrees that the Owner shall not subdivide the Lands or build upon the Lands, no subdivision of the Lands shall be approved and no building permit shall be issued for the Lands, and the Owner shall not alter or use in any manner any portion of the Park Dedication Area (as defined herein) unless:

   (a) the Owner has dedicated to the Village as park, by plan pursuant to section 107 of the *Land Title Act*, the area generally shown in green on the plan titled "LOT A ULVERSTON AVE REZONE" attached as Schedule "A" and labelled "PARK DEDICATION" (the "**Park Dedication Area**") and having a minimum area of 87,691

square feet (which the minimum area the Owner may, but is not obliged to, exceed), except as otherwise approved by the Village's Director of Development and Bylaw Services (the "**Director**") in their sole discretion;

4. **Path SRW** – The Owner covenants and agrees that the Owner shall not subdivide the Lands or build upon the Lands, and no subdivision of the Lands shall be approved and no building permit shall be issued for the Lands, unless:

   (a) the Owner has engaged a British Columbia Land Surveyor to prepare a statutory right of way plan for a multi-use pathway that will cross the Lands (the "**Path SRW Plan**"), with a statutory right of way area width of approximately five metres, being measured as two and one-half (2.5) metres on each side of the centre line of the proposed pathway and generally located within the area outlined and labelled "5M PATH SRW" on the attached Schedule "A", and has submitted the Path SRW Plan to the Director for approval, such approval to be granted or withheld by the Director in their sole discretion. For clarity, in respect of the total width of the statutory right of way area shown on the Path SRW Plan, it is anticipated that the pathway will be between two metres and three metres in width, with the remaining area allocated for maintenance access and vegetation clearing;

   (b) the Owner has granted a statutory right of way over the area surveyed in the Path SRW Plan in favour of the Village for public use of that multi-use pathway on the Lands, together with a section 219 covenant in favour of the Village, on terms satisfactory to the Director in their sole discretion;

   (c) the Owner has, to the satisfaction of the Director in their sole discretion, constructed a multi-use pathway generally in the areas surveyed on the Path SRW Plan, both within the Park Dedication Area and within the Lands, and the Owner shall:

      (i) construct sensitively so as to not damage root zones or compromise tree health; and

      (ii) both prior to and throughout the course of such construction, consult an arborist to review the trail alignment and trail construction standard;

   (d) the Owner has, to the satisfaction of the Director in their sole discretion, researched, written, produced and installed interpretive signs within portions of the Lands surveyed on the Path SRW Plan, in locations satisfactory to the Director in their sole discretion, that conform to the Village's Parks and Trails Signage Guidelines and Standard and relate to:

      (i) the history of Wellington Colliery Railway, Y-junction; and

      (ii) nature interpretation, mature trees and wildlife habitat, and ecosystems.

5. **Affordable Housing Financial Contribution** – The Owner covenants and agrees that the Owner shall not subdivide the Lands or build upon the Lands, and no subdivision of the Lands

shall be approved and no building permit shall be issued for the Lands unless the Owner has paid to the Village a $61,700 financial contribution.

6. **Affordable Housing Properties** – The Owner covenants and agrees that:

(a) the Owner shall not build upon the Lands and no building permit shall be issued for the Lands until the Owner has:

(i) identified to the Village four ground-oriented principal dwelling units ("**Affordable Housing Units**") on the Lands that will have their use restricted in accordance with this section; and

(ii) the Director, acting reasonably, has agreed to which principal dwelling units in accordance with section 6(a)(i) above that the Owner proposes to restrict in accordance with this section, provided that the Affordable Housing Units selected must be generally consistent with the size, floor area, character, and finishing quality of the other dwelling units in the ground-oriented multi-unit residential buildings on the Lands;

(b) the Owner shall not subdivide the Lands and no subdivision of the Lands shall be approved until the Owner has entered into a housing agreement with the Village for a term of 20 years (the "**Housing Agreement**"), and the Village has adopted a housing agreement bylaw in respect of same, the terms of which Housing Agreement will be to the satisfaction of the Director in their sole discretion and will include that:

(i) all Affordable Housing Units will be restricted to residential rental tenure; and

(ii) all Affordable Housing Units will be rented at 10% below the average rent published by Canada Mortgage and Housing Corporation for the relevant time period and the most applicable region of British Columbia.

7. **Playground Size and Use** – The Owner covenants and agrees that:

(a) the Owner shall not build on the Lands until the Owner has presented, to the satisfaction of the Village in its sole discretion, a site plan and design for a playground with a minimum size of 250 square metres (which minimum size the Owner may, but is not obliged to, exceed), inclusive of safety setbacks for play structures, with the majority of play features intended for 2-5 year olds and a separate area with play features for 5-12 years old (the "**Playground**") which Playground will be located on a portion of the Lands (such portion hereinafter defined as the "**Playground Area**");

(b) the Owner shall not build on the Lands until the Owner has paid security to the Village in a form and amount satisfactory to the Village (the "**Playground Security**") to secure completion of construction of the Playground;

(c) the Owner shall not occupy the Lands, and no occupancy permit shall be issued, until the Owner has either:

(i) completed construction of the Playground to the satisfaction of the Village in its sole discretion; or

(ii) in a form and amount satisfactory to the Village, topped up the Playground Security with additional funds to reflect the updated estimated cost to construct the Playground (unless the Village is satisfied that it already holds sufficient Playground Security to complete construction of the Playground);

(d) on or before the date that is six months from the date of issuance of the first occupancy permit for the mixed-use building or within six months of the occupancy permit for the 20th dwelling unit on the ground-oriented parcel, whichever occurs first, the Owner will complete construction of the Playground to the satisfaction of the Village in its sole discretion (in which case the Playground Security shall be returned to the Owner); and

(e) if the Owner fails to complete construction of the Playground in accordance with section 7(d) above, the Playground Security shall be forfeited to the Village and the Village may, at its discretion, use any or all of the Playground Security to complete the Playground.

8. **Playground Access and Cost Sharing** – The Owner covenants and agrees that the Owner shall not subdivide the Lands and no subdivision of the Lands shall be approved unless the Owner:

(a) has registered all necessary easements (and section 219 covenants in favour of the Village not to discharge such easements) in the appropriate land title office to ensure that all occupants on any portions of the Lands have legal access for ingress to, egress from, and unrestricted use of the Playground Area; and

(b) has entered into, or facilitated entry into, all necessary cost sharing agreements between the owners of different buildings on the Lands (including but not limited to any strata corporations or rental building owners on the Lands) to set out the parties' respective obligations for the maintenance, repair, and replacement of the Playground.

9. **No Natural Gas Connections** – The Owner covenants and agrees that there shall be no natural gas connections located on the Lands at any time.

10. **Bylaw to the Contrary** – This Agreement restricts the development and use of the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the Village.

11. **Interpretation** – In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

(c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;

(d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

(e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided; and

(f) reference to a party is a reference to a party to this Agreement and to their respective heirs, executors, administrators, successors, assigns, trustees, receivers, agents, officials, employees and invitees, as the context requires or allows.

12. **Municipal Permits** – The Village may withhold building, development, and/or occupancy permits with respect to any building or other structure from time to time constructed or proposed to be constructed on the Lands, as the Village may, in its sole discretion, consider necessary to ensure compliance with this Agreement.

13. **Priority** – The Owner shall do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances that are registered, or the registration of which is pending at the time of application for registration of this Agreement, except those in favour of the Village.

14. **Registration** – the Owner will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

15. **Runs With Lands** – This Agreement shall burden and run with, and bind the successors in title to, the Lands and each and every part into which the Lands may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act*).

16. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.

17. **Costs** – Wherever this Agreement permits or obligates the Owner to perform any task or undertake any action, such performance or undertaking will be at the Owner’s sole cost and expense, and without compensation by the Village.

18. **Release and Indemnity** – As an integral part of this Agreement, the Owner hereby releases, indemnifies and saves harmless the Village, its elected or appointed officials, officers, employees or agents:

    (a) from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses, legal fees, demands and losses at any time suffered or incurred by, or brought against, the Village, or any of its elected or appointed officials, officers, employees or agents, arising from or in connection with the granting or existence of this Agreement, the performance of any of the Owner's obligations under this Agreement, the issuance of any permit or approval by the Village or any officers or employee of the Village, and any breach of any provision under this Agreement; and

    (b) for all costs, fees and expenses, including legal fees, incurred by the Village in the enforcement of this Agreement as a result of any breach of any provision of this Agreement by the Owner.

19. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.

20. **Further Assurances** – The parties will do and cause to be done all things and execute and cause to be done all documents which may be necessary to give proper effect to the intention of this Agreement.

21. **Waiver** – Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party, and will only be a valid waiver if provided as written notice pursuant to the notice provisions of this Agreement.

22. **No Effect on Powers** – This Agreement does not:

    (a) affect or limit the discretion, rights, duties or powers of the Village under the common law or any statute, bylaw or other enactment;

    (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or

    (c) relieve the Owner from complying with the common law or any statute, bylaw or other enactment.

23. **Enurement** – This Agreement and each and every provision hereof will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be.

24. **No Obligation to Enforce** – The rights given to the Village by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Village to anyone, or obliges the Village to enforce this Agreement, to perform any act or to incur any

expense in respect of this Agreement, except that nothing in this section will affect the contractual rights and obligations of the parties hereto under this Agreement.

25. **Exercises of Discretion** – When, under the terms of this Agreement, a party may act in its sole discretion, that party must exercise such discretion reasonably.

26. **Time** – Time is of the essence of this Agreement.

27. **Notice** – Any notice, request, direction, or other communication required or permitted to be given under this Agreement to any party shall be in writing and will be sufficiently given if delivered by hand, or if sent by prepaid courier or if transmitted by facsimile or electronically to such party:

    (a) in the case of a notice to the Village at the address first given above;

    (b) in the case of a notice to the Owner, the address of the Owner as shown on the title to the Lands;

    Or to any further address provided by the party in accordance with the above notice provision.

28. **No Public Law Duty** – Wherever this Agreement creates a power or obligation of the Village to make a decision or to exercise any contractual right or remedy, the Village may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, will have any application.

29. **Specific Relief** – Because of the public interest in ensuring that all of the matters described in this Agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Village, in the event of an actual or threatened breach of this Agreement.

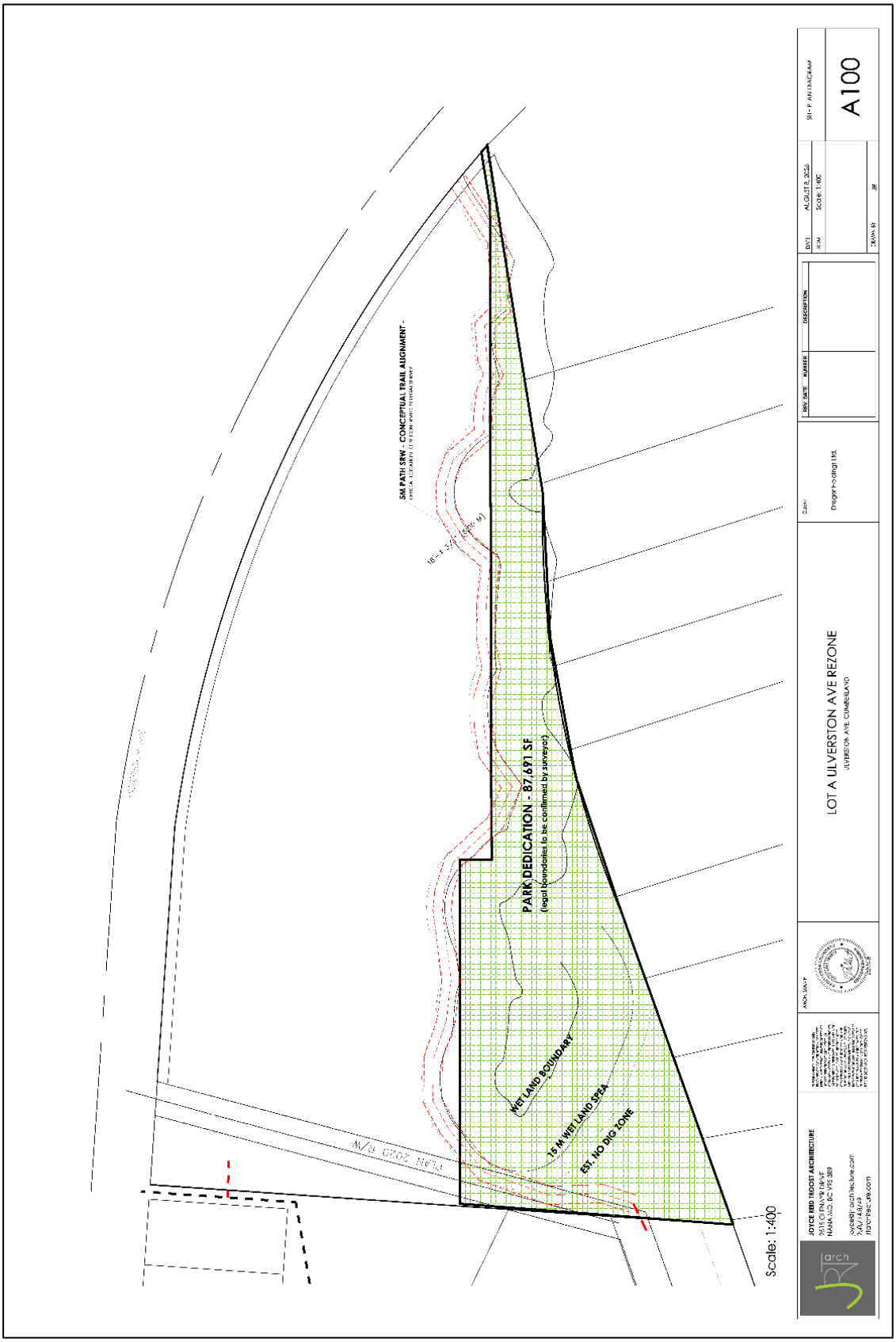
30. **Amendments** – No amendment to this Agreement will be valid unless made in writing and executed by the parties.

31. **Schedules** – The following schedules are attached below and form an integral part of this Agreement:

    (a) Schedule "A" – Site Plan

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Act Form C which is attached hereto and forms part of this Agreement.

Schedule "A"


SM PATH SRW - CONCEPTUAL TRAIL ALIGNMENT -
PARK DEDICATION - 87,691 SF
(legal boundaries to be confirmed by surveyor)
WETLAND BOUNDARY
15 M WETLAND SPEA
EST. NO DIG ZONE
PLAN 2023 E/W
Scale: 1:400
LOT A ULVERSTON AVE REZONE
ULVERSTON AVE CUMBERLAND
A100

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY AND SECTION 219 COVENANT

BETWEEN:

MICHAEL WILLIAMSON
COLLEEN LOUISE WILLIAMSON
Box 768
Cumberland, British Columbia V0R 1S0
as to an undivided 1/2 interest as joint tenants

GEORGE MICHAEL WILLIAMSON
4314 Forbidden Plateau Road
Courtenay, British Columbia V9J 1R2
as to an undivided 1/2 interest

(collectively, the "**Owner**")

AND:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
2673 Dunsmuir Avenue, Box 340
Cumberland, British Columbia V0R 1S0

(the "**Village**")

GIVEN THAT:

A. The Owner owns certain lands and premises in the Village of Cumberland, British Columbia, more particularly described in section 2 of Part 1 of the *Land Title Act* General Instrument attached hereto (the "**Lands**");

B. Section 218 of the *Land Title Act*, RSBC 1996, c. 250 enables the Owner to grant in favour of the Village an easement without a dominant tenement known as a statutory right of way;

C. The Owner has agreed to grant to the Village a statutory right of way to facilitate the construction, installation, improvement, extension, removal, alteration, repair, maintenance, operation, and replacement of certain sewer, water, drainage, gas, electrical or other works, including all pipes, valves, fittings, hydrants, wires, conduits, poles, casings, lines, meters, appliances, facilities, attachments, devices, and other ancillary or incidental things (the "**Works**");

D. This statutory right of way is necessary for the operation and maintenance of the Village's undertaking; and

E. Pursuant to section 219 of the *Land Title Act*, a covenant, whether of a negative or positive nature, in respect of the use of land, in favour of the Village, may be registered as a charge against the title to that land and is enforceable against the owner and its successors in title, even if the covenant is not annexed to land owned by the Village.

THIS AGREEMENT IS EVIDENCE that under sections 218 and 219 of the *Land Title Act*, and in consideration of $1.00 now paid by the Village to the Owner, and other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), and of the mutual covenants and agreements set out in this Agreement, the Owner and Village agree as follows:

Statutory Rights of Way

1. Pursuant to Section 218 of the *Land Title Act*, the Owner grants, conveys and confirms to the Village, in perpetuity, the full, free and uninterrupted right, liberty, easement and statutory right of way, for the Village and its licensees, employees, agents, officials, contractors, and workers at all times hereafter, at their will and pleasure, to enter, go, be on, pass and re-pass, with or without vehicles, personal property or equipment, upon, over, under and across that portion of the Lands outlined in heavy black on plan EPP155013 (the "**Right of Way Area**"), a reduced copy of which is attached hereto as Schedule A, to:

   (a) lay down, entrench, construct, erect, dig, and install the Works upon the Right of Way Area and to repair, operate, maintain, inspect, alter, remove, bury, cleanse, clear, string, replace, or otherwise establish the Works from time to time in the Village's discretion;

   (b) make surveys and tests;

   (c) establish grades and levels;

   (d) excavate or otherwise alter the contours of the Right of Way Area and backfill trenches;

   (e) store personal property, including equipment, within the Right of Way Area, provided that the duration of the storage will be limited to the time necessary to complete the work for which it is needed;

   (f) remove from the Right of Way Area such structures, improvements, fixtures, fences, gates, cattle guards, trees, shrubs, plants, and other obstructions whatsoever, as, in the Village's opinion, is necessary in order to exercise its rights under this Agreement; and

   (g) do all other things on the Right of Way Area as may be reasonably required in connection with the foregoing.

2. The Owner acknowledges and agrees that:

(a) all Works installed in, on, or under the Right of Way Area remain chattels and the property of the Village, despite the fact that the same may be annexed or affixed to the freehold, and the Works may at any time be removed in whole or in part by the Village; and

(b) in the event that the Village abandons the Works or any part thereof the Village may, if it so elects, leave the whole or any part thereof within the Right of Way Area.

Section 219 Covenant

3. The Owner covenants and agrees:

(a) not to do or permit to be done any act or thing which in the opinion of the Village may interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of, the Right of Way Area or the Works;

(b) except for a parking area that has been approved by the Village, not to erect, place, construct or install any building, improvement, structure (including a manufactured home, pipe or wire), trees, deep-rooted shrubs, driveway or patio on the Right of Way Area, or permit anything to be placed or exist on it or done on it, that may injure, interfere with or obstruct the Works or prevent reasonable access to the Works by the Village;

(c) not to diminish or increase the soil cover over any of the Works and in particular, without limiting the foregoing, not construct open drains or ditches along or across any of the Works;

(d) not to carry on blasting on or adjacent to the Right of Way Area without the Village's prior written consent;

(e) not to do anything that would restrict, hinder, or obstruct the Village's ability to peaceably hold and enjoy the rights hereby granted; and

(f) to execute all further documents and things whatsoever for better assuring unto the Village of the Right of Way hereby granted.

4. If the Owner defaults in its obligations under section 3, the Village shall be entitled to cure such default if:

(a) the Village provides the Owner with a written notice specifying the Owner's default; and

(b) the Owner fails to remedy such default within 20 days of receiving the written notice, or if the default will take longer than 20 days to remedy, the Owner fails to commence curing the default and to diligently proceed with curing it thereafter.

If the Village cures a default of the Owner in accordance with the preceding subsections, the Owner shall pay to the Village the costs that the Village incurred curing the default forthwith upon receipt of an invoice from the Village.

5. As an integral part of this Agreement and pursuant to section 219(6) of the *Land Title Act*, the Owner will release, indemnify and save harmless the Village, its elected officials, officers, and employees at all times from and against all losses, damages, actions, suits, claims, demands, costs, expenses, fees and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the Village is or may become liable, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from any act, omission, negligence or default of the Owner in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Village.

Village's Obligations

6. Except when using the Right of Way Area for manhole access or in the case of emergencies (as determined by the Village in its sole discretion), the Village will make reasonable efforts to provide 48 hours notice to the Owner prior to exercising any rights under section 1 of this Agreement that require the Village to bring equipment onto the Right of Way Area or to temporarily close access to any portion of the parking lot in the Right of Way Area.

7. The Village covenants and agrees that if the Village disturbs the Right of Way Area in connection with the exercise of any of its rights in this Agreement, the Village will restore the Right of Way Area or portion thereof as close as reasonably possible to the condition it was in prior to the Village's exercise of such rights.

General

8. **Specific Relief** – The Owner agrees that the public interest in ensuring that all of the provisions of this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Village, in the event of an actual or threatened breach of this Agreement.

9. **No Effect on Powers** – Nothing in this Agreement shall:

   (a) affect or limit the discretion, rights or powers of the Village under any enactment or at common law, including in relation to the use, development or subdivision of the Lands;

   (b) affect or limit any enactment relating to the use, development or subdivision of the Lands; or

   (c) relieve the Owner from complying with any enactment, including in relation to the use, development or subdivision of the Lands.

10. **Village Discretion** – Where the Village or a representative of the Village is required or permitted under this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent:

    (a) the relevant provision shall not be considered fulfilled unless the approval, opinion, determination, consent or expression of satisfaction is in writing signed by the Village or the representative, as the case may be;

    (b) the approval, opinion, determination, consent or satisfaction is in the sole discretion, of the Village or the representative, as the case may be; and

    (c) the Village or the representative, as the case may be, is under no public law duty of fairness or natural justice in that regard and the Village or the representative may do any of those things in the same manner as if it were a private person and not a public body or employee or officer thereof.

11. **No Obligation to Enforce** – The rights given to the Village under this Agreement are permissive only and nothing in this Agreement shall give rise to any legal duty of any kind on the Village to anyone or obligate the Village to enforce this Agreement or to perform any act or incur any expense.

12. **Agreement Runs with Land** – This Agreement shall burden and run with, and bind the successors in title to, the Land and each and every part into which the Land may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia).

13. **Waiver** – No waiver by the Village or the Owner of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement.

14. **Remedies** – No reference to or exercise of any specific right or remedy by the Village shall prejudice or preclude the Village from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the Village may from time to time exercise any one or more of such remedies independently or in combination.

15. **Priority** – The Owner shall cause this Agreement to be registered in the applicable land title office against title to the Land with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the Village under which such holder postpones all of the holder's rights to those of the Village under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.

16. **Modification** – This Agreement may not be modified except by an agreement or instrument in writing signed by the Owner or its successor in title and the Village or a successor or assignee.

17. **Further Assurances** – The Owner shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.

18. **Owner's Expense** – The Owner shall perform its obligations under this Agreement at its own expense and without compensation from the Village.

19. **Severance** – If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity or enforceability of the remainder of this Agreement.

20. **Interpretation** - In this Agreement:

    (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

    (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;

    (c) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;

    (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

    (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;

    (f) reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement;

    (g) all Schedules to this Agreement form an integral part of this Agreement;

    (h) time is of the essence; and

    (i) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".

21. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.

22. **Notice** - Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered:

    (a) to the Owner at the postal address of the Owner set out in the records at the LTO, or by email to the attention of Cody Dreger at cody@codydrger.com; and

    (b) to the Village addressed to:

    2673 Dunsmuir Avenue, Box 340
    Cumberland, British Columbia V0R 1S0

    or by email to the attention of the Director of Engineering and Public Works at engineering @cumberland.ca,

    or to the most recent postal address or email address provided in a written notice given by each of the parties to the other. Any notice is deemed to have been given and received when it is sent if sent by email and on the fifth day after it is sent if sent by mail.

23. **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and assigns, as the case may be.

24. **Entire Agreement** – This Agreement is the entire agreement between the parties regarding its subject.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

Schedule A

Plan EPP155013

(See Attached)

STATUTORY RIGHT OF WAY PLAN OVER A PORTION OF LOT A, DISTRICT LOT 24, NELSON DISTRICT, PLAN VIP72022

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT
BCGS 92F.065

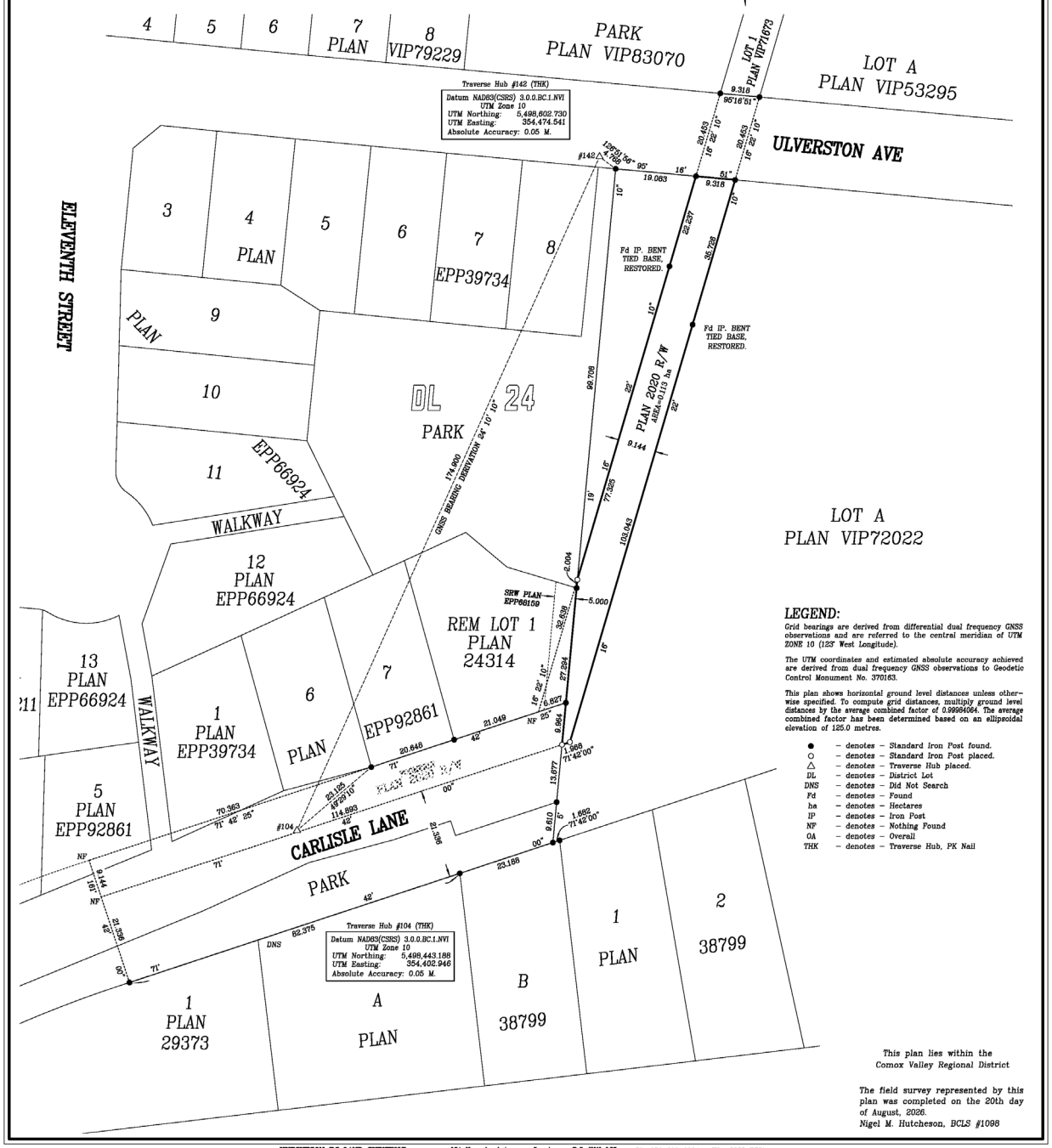
PLAN EPP155013

PRO- FORMA

SCALE = 1 : 600

20 0 20 40 60

All distances are in metres and decimals thereof unless otherwise stated
The intended plot size of this plan is 432mm in width by 560mm in height (C Size) when plotted at a scale of 1:600.



LEGEND:

Grid bearings are derived from differential dual frequency GNSS observations and are referred to the central meridian of UTM ZONE 10 (123° West Longitude).

The UTM coordinates and estimated absolute accuracy achieved are derived from dual frequency GNSS observations to Geodetic Control Monument No. 370163.

This plan shows horizontal ground level distances unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.9994064. The average combined factor has been determined based on an ellipsoidal elevation of 125.0 metres.

- ● – denotes – Standard Iron Post found.
- ○ – denotes – Standard Iron Post placed.
- △ – denotes – Traverse Hub placed.
- DL – denotes – District Lot
- DNS – denotes – Did Not Search
- Fd – denotes – Found
- ha – denotes – Hectares
- IP – denotes – Iron Post
- NF – denotes – Nothing Found
- OA – denotes – Overall
- THK – denotes – Traverse Hub, PK Nail

This plan lies within the Comox Valley Regional District

The field survey represented by this plan was completed on the 20th day of August, 2026.
Nigel M. Hutcheson, BCLS #1098

HUTCHESON BC LAND SURVEYOR 93A Keeneland Avenue, Courtenay, B.C. V9N 9C5 Ph: 250-890-0334 File: 3023-PF01

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 1215

A Bylaw to amend the Zoning Bylaw No. 1027, 2016

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts as follows:

1. This Bylaw shall be cited as "Zoning Amendment Bylaw No. 1215, 2024".

Text Amendments

2. "Zoning Bylaw No. 1027, 2016" is hereby amended as follows:

(a) in Part 1, Section 1.8 **Zoning Maps, Designations and Abbreviations**, subsection b), by *adding* the following row to the table below the Mixed Use Residential Zone row:

Mixed Use Residential Zone Two	MU-2

(b) in Part 2, Section 2.2 **Definitions**, by *adding:*

Fitness Studio	means the use of a building or part thereof for recreational athletic activities including, but not limited to, weightlifting, exercise classes, dance, and yoga and includes associated facilities such as sauna, solarium, retail shop, lounge, snack bar, and office space.

(c) in Part 2, Section 2.2 **Definitions**, by *deleting:*

Mixed Use	means the use of land, *building* or other *structures* with a range of uses that can be mixed horizontally and vertically, including but not limited to residential.
Residential Rental Tenure	means, in relation to a dwelling unit in an un-stratified multi-residential building, a tenancy governed by a landlord tenancy agreement that complies with the Residential Tenancy Act.

and *substituting*:

Mixed Use	means the use of land, *building* or other *structures* for a range of uses that can be mixed horizontally and vertically, including but not limited to residential, provided that where *mixed use* is permitted in a Zone, such *mixed use* may only consist of the other uses specifically permitted in that Zone or identified in Part 3 of this Bylaw as permitted in all Zones.
Residential Rental Tenure	means, in relation to a dwelling unit in a multi-residential building, a tenancy governed by a landlord tenancy agreement that complies with the Residential Tenancy Act.

(d) in Part 4, Section 4.7 **Home Occupations**, by *deleting*:

(b) in dwelling units above or behind commercial uses, home occupation as a permitted use is restricted to office space for a business.

And *substituting*

(c) In *apartment* units, *townhouse dwellings*, and in *dwelling units* above or behind commercial uses, *home occupation* as a permitted use is restricted to *office*.

(e) in Part 6, Table 6.3.1 **Primary Use Residential**, by *adding* the following rows at the end of the table:

	Min Vehicular	Max Vehicular	Min Visitor Vehicular	Max Visitor Vehicular
MU-2 (Mixed Use Residential Two)				
Apartment	0.9/Dwelling Unit	1.5/Dwelling Unit	0.1/Dwelling Unit	0.15/Dwelling Unit
Daycare	0.75/Employee	1.0/Employee	0.075/Child or Adult Spot	0.125/Child or Adult Spot
Fitness Studio	Use lesser of 0.5/Employee or 0.5/100m^2 GFA	Use greater of 0.75 Employee or 0.85/100 m^2 GFA	4.0/100m^2 GFA	6.0/100m^2 GFA
Fourplex	1.5/Dwelling Unit	2.0/Dwelling Unit	0.5/Dwelling Unit	0.75/Dwelling Unit
Office	Use lesser of 0.5/Employee or 0.64/100m^2 GFA	Use greater of 0.75 Employee or 0.85/100 m^2 GFA	0.05/100m^2 GFA	0.15/100m^2 GFA
Personal Service	Use lesser of 0.50/Employee or 0.15/100m^2 GFA	Use greater of 0.75/Employee or 0.30/100m^2 GFA	1.0/100m^2 GFA	1.5/100m^2 GFA

	Min Vehicular	Max Vehicular	Min Visitor Vehicular	Max Visitor Vehicular
Professional Services				
- Bank/Financial Institution	Use lesser of 0.50/Employee or 0.15/100m² GFA	Use greater of 0.75/Employee or 0.30/100m² GFA	2.0/100m² GFA	2.5/100m² GFA
- Dental Office	Use lesser of 0.5/Employee or 0.64/100m² GFA	Use greater of 0.75/Employee or 0.85/100m² GFA	4.0/100m² GFA	5.0/100m² GFA
- Medical Clinic	Use lesser of 0.5/Employee or 0.64/100m² GFA	Use greater of 0.75/Employee or 0.85/100m² GFA	4.0/100m² GFA	5.0/100m² GFA
- For All Other Professional Services Uses	Use lesser of 0.5/Employee or 0.64/100m² GFA	Use greater of 0.75/Employee or 0.85/100m² GFA	1.05/100m² GFA	1.15/100m² GFA
Retail, Convenience	Use lesser of 0.50/Employee or 0.15/100m² GFA	Use greater of 0.75/Employee or 0.30/100m² GFA	1.0/100m² GFA	1.5/100m² GFA
Restaurant, Minor	0.50/Employee	0.75/Employee	1/8 Seats	1/6 Seats
Snack Bar	0.3/Employee	0.75/Employee	1/8 Seats	1/6 Seats
Townhouse	1/Dwelling Unit	1.5/Dwelling Unit	0.75/Dwelling Unit	1/Dwelling Unit

(f) in Part 6, Table 6.4.1 **Primary Use Residential - Cycling**, by *adding* the following rows at the end of the table:

Land Use	Minimum Bicycle Parking Stalls	
	Class 1	Class 2
MU-2 (Mixed Use Residential Two)		
Apartment	1.5/Dwelling Unit	0.5/Dwelling Unit
Daycare	0.3/Employee	0.3/Child or Adult Spot
Fitness Studio	Use greater of 0.15/Employee or 0.05/100m² GFA	2.0/100m² GFA
Fourplex	1.5/Dwelling Unit	0.4/Dwelling Unit
Home Occupation	0	0
Office	Use greater of 0.50/Employee or 0.5/100m²	0.1/100m² GFA
Personal Service	Use greater of 0.15/Employee or 0.05/100m² GFA	1.0/100m² GFA
Professional Services		
- Bank/Financial Institution	Use greater of 0.50/Employee or 0.15/100m² GFA	0.25/100m² GFA
- Dental Office	Use greater of 0.50/Employee or 0.5/100m² GFA	0.5/100m² GFA
- Medical Clinic	Use greater of 0.50/Employee or 0.5/100m² GFA	0.05/100m² GFA

Land Use	Minimum Bicycle Parking Stalls	
	Class 1	Class 2
- For All Other Professional Services Uses	Use greater of 0.50/Employee or 0.5/100m² GFA	0.1/100m² GFA
Retail, Convenience	Use greater of 0.50/Employee or 1.25100m² GFA	1.0/100m² GFA
Restaurant, Minor	0.5/Employee	1/6 Seats
Snack Bar	0.5/Employee	1/8 Seats
Townhouse	2/Dwelling Unit	0

(g) in Part 6, Table 6.5.1 **Tandem Parking Stalls**, by *adding* the following rows at the end of the table:

Land Use	Tandem Vehicular Parking
MU-1 (Mixed Use Residential Zone)	
Townhouse (per Unit)	Up to 1 (x2) Stall

(h) in Part 7, by *adding* the following subsection after subsection 7.12:

7.13 MU-2 – Mixed Use Residential Two

1. *Principal Uses*			*Apartment* *Daycare* *Fitness Studio* *Fourplex* *Mixed Use* *Office* *Personal service* *Professional service* *Restaurant, Minor* *Retail, convenience* *Snack Bar* *Townhouse*
2. *Accessory* Uses	On any *lot*		*Accessory buildings and structures* *Home occupation* *Secondary suite accessory to townhouse*
3. *Lots* Created by Subdivision	Area, minimum	All uses	2000square metres (21,528square feet)
	Frontage, minimum	*Apartment*	15.0metres (49.2feet)
		All other uses	9.0metres (29.5feet).

4. Density	*Building GFA*, maximum	*Accessory buildings*	*Accessory buildings* shall have a maximum combined floor area of 100.0square metres (1,076square feet) or 10% of the area of the *lot*, whichever is less.
	Floor area ratio	*Townhouse*	1.3 FAR
		Apartment	2.6 FAR
		All other uses	1.3 FAR
5. *Lot Coverage*	Coverage, maximum	*Townhouse*	50%
		Apartment	65%
		Mixed Use	65%
		All other uses	50%
6. Principal *Buildings* and *Structures*	*Townhouse, Fourplex Setbacks*, Minimum	Front	3.0metres (9.8feet)
		Rear	4.5metres (14.8feet)
		Side	1.5metres (4.9feet)
		Side, Exterior	3.0metres (9.8feet)
	Apartment, Mixed Use Setbacks, Minimum	Front	3.0metres (9.8feet)
		Rear	7.5metres (24.6feet)
		Side	7.5metres (24.6feet)
		Side, Exterior	3.0metres (9.8feet)
	All other uses	All *lot lines*	3.0metres (9.8feet)
	Height, maximum	*Townhouse Fourplex*	11.5metres (37.7feet)
		Apartment	15metres (49feet)
		Mixed use	15metres (49feet)
		All other uses	12.5metres (41feet)
7. *Accessory Buildings* and *Structures*	*Setbacks*, minimum	Front	3.0metres (9.8feet)
		Rear	1.5metres (4.9feet)
		Side	1.5metres (4.9feet)
		Side, Exterior	3.0metres (9.8feet)
	Height, maximum		4.5metres (14.8feet)
8. Conditions of Uses	a. The form of tenure for any Dwelling Unit in an *Apartment* use is limited to Residential Rental Tenure.		

End ● MU-2

Map Amendment

3. Schedule A Zoning Map and Schedule B Zoning Map Village Core of "Zoning Bylaw No. 1027, 2016" are amended as follows:

The zoning of the parcel legally described as Lot A, District Lot 24, Nelson District, Plan VIP72022 and shown boldly outlined in Schedule A to this bylaw is amended from RU-1 – Rural One to MU-2 – Mixed Use Residential Two.

Severability

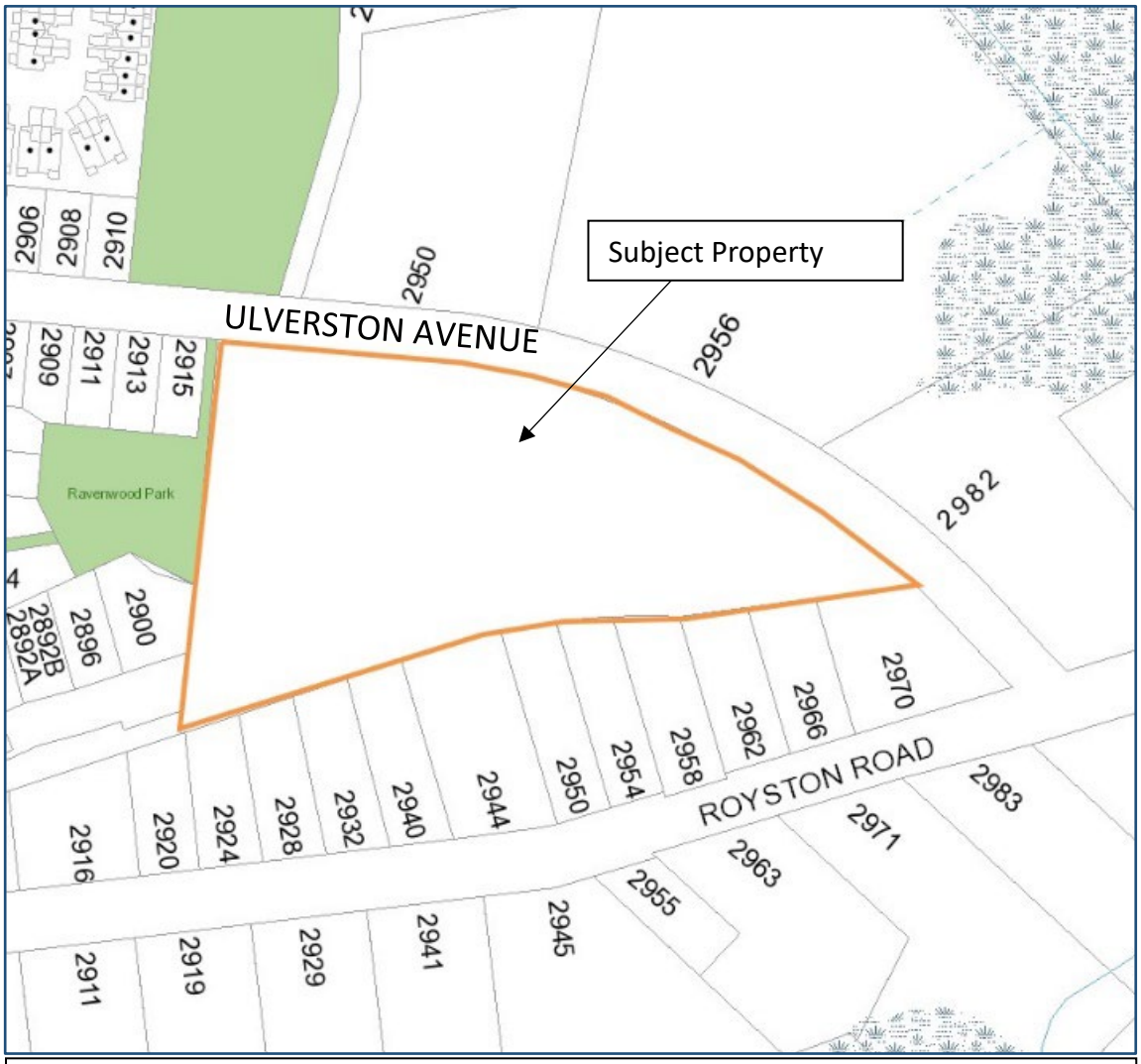
4. If any section or subsection of this Bylaw is found to be invalid by a court of competent jurisdiction, the section or subsection may be severed from the Bylaw without affecting the validity of the remainder of the Bylaw.

READ A FIRST TIME THIS	**28TH**	**DAY OF**	**APRIL**	**2025.**
READ A SECOND TIME THIS	**28TH**	**DAY OF**	**APRIL**	**2025.**
READ A THIRD TIME THIS		**DAY OF**		**20__.**
ADOPTED THIS		**DAY OF**		**20__.**

_____ _____

Mayor Corporate Officer

SCHEDULE A



Rezone the Subject Property shown above, legally described as Lot A, District Lot 24, Nelson District, Plan VIP72022, from RU-1 – Rural One to MU-2 – Mixed Use Residential Two.

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Redlined version showing recommended changes before third reading

BYLAW NO. 1215

A Bylaw to amend the Zoning Bylaw No. 1238~~027~~, 20~~16~~25

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts as follows:

1. This Bylaw shall be cited as "Zoning Amendment Bylaw No. 1215, 2024".

Text Amendments

2. "Zoning Bylaw No. 1238~~027~~, 202~~1~~5" is hereby amended as follows:

~~(a) in Part 1, Section 1.8 **Zoning Maps, Designations and Abbreviations**, subsection b), by *adding* the following row to the table below the Mixed Use Residential Zone row:~~

~~Mixed Use Residential Zone Two~~	~~MU-2~~

~~(b) in Part 2, Section 2.2 **Definitions**, by *adding:*~~

~~**Fitness Studio**~~	~~means the use of a building or part thereof for recreational athletic activities including, but not limited to, weightlifting, exercise classes, dance, and yoga and includes associated facilities such as sauna, solarium, retail shop, lounge, snack bar, and office space.~~

~~(c) in Part 2, Section 2.2 **Definitions**, by *deleting:*~~

~~**Mixed Use**~~	~~means the use of land, *building* or other *structures* with a range of uses that can be mixed horizontally and vertically, including but not limited to residential.~~
~~**Residential Rental Tenure**~~	~~means, in relation to a dwelling unit in an un-stratified multi-residential building, a tenancy governed by a landlord tenancy agreement that complies with the Residential Tenancy Act.~~

~~and *substituting:*~~

~~**Mixed Use**~~	~~means the use of land, *building* or other *structures* for a range of uses that can be mixed horizontally and vertically, including but not limited to residential, provided that where *mixed use* is permitted in a Zone, such *mixed use* may only consist of the other uses specifically permitted in that Zone or identified in Part 3 of this Bylaw as permitted in all Zones.~~
~~**Residential Rental Tenure**~~	~~means, in relation to a dwelling unit in a multi-residential building, a tenancy governed by a landlord tenancy agreement that complies with the Residential Tenancy Act.~~

~~(d) in Part 4, Section 4.7 **Home Occupations**, by *deleting*:~~

~~(b) in dwelling units above or behind commercial uses, home occupation as a permitted use is restricted to office space for a business.~~

~~And *substituting*~~

~~(c) In *apartment* units, *townhouse dwellings*, and in *dwelling units* above or behind commercial uses, *home occupation* as a permitted use is restricted to *office*.~~

~~(e) in Part 6, Table 6.3.1 **Primary Use Residential**, by *adding* the following rows at the end of the table:~~

	~~**Min Vehicular**~~	~~**Max Vehicular**~~	~~**Min Visitor Vehicular**~~	~~**Max Visitor Vehicular**~~
~~**MU-2 (Mixed Use Residential Two)**~~				
~~Apartment~~	~~0.9/Dwelling Unit~~	~~1.5/Dwelling Unit~~	~~0.1/Dwelling Unit~~	~~0.15/Dwelling Unit~~
~~Daycare~~	~~0.75/Employee~~	~~1.0/Employee~~	~~0.075/Child or Adult Spot~~	~~0.125/Child or Adult Spot~~
~~Fitness Studio~~	~~Use lesser of 0.5/Employee or 0.5/100m² GFA~~	~~Use greater of 0.75 Employee or 0.85/100 m² GFA~~	~~4.0/100m² GFA~~	~~6.0/100m² GFA~~
~~Fourplex~~	~~1.5/Dwelling Unit~~	~~2.0/Dwelling Unit~~	~~0.5/Dwelling Unit~~	~~0.75/Dwelling Unit~~
~~Office~~	~~Use lesser of 0.5/Employee or 0.64/100m² GFA~~	~~Use greater of 0.75 Employee or 0.85/100 m² GFA~~	~~0.05/100m² GFA~~	~~0.15/100m² GFA~~
~~Personal Service~~	~~Use lesser of 0.50/Employee or 0.15/100m² GFA~~	~~Use greater of 0.75/Employee or 0.30/100m² GFA~~	~~1.0/100m² GFA~~	~~1.5/100m² GFA~~
~~Professional Services~~				

	~~Min Vehicular~~	~~Max Vehicular~~	~~Min Visitor Vehicular~~	~~Max Visitor Vehicular~~
~~- Bank/Financial Institution~~	~~Use lesser of 0.50/Employee or 0.15/100m² GFA~~	~~Use greater of 0.75/Employee or 0.30/100m² GFA~~	~~2.0/100m² GFA~~	~~2.5/100m² GFA~~
~~- Dental Office~~	~~Use lesser of 0.5/Employee or 0.64/100m² GFA~~	~~Use greater of 0.75/Employee or 0.85/100m² GFA~~	~~4.0/100m² GFA~~	~~5.0/100m² GFA~~
~~- Medical Clinic~~	~~Use lesser of 0.5/Employee or 0.64/100m² GFA~~	~~Use greater of 0.75/Employee or 0.85/100m² GFA~~	~~4.0/100m² GFA~~	~~5.0/100m² GFA~~
~~- For All Other Professional Services Uses~~	~~Use lesser of 0.5/Employee or 0.64/100m² GFA~~	~~Use greater of 0.75/Employee or 0.85/100m² GFA~~	~~1.05/100m² GFA~~	~~1.15/100m² GFA~~
~~Retail, Convenience~~	~~Use lesser of 0.50/Employee or 0.15/100m² GFA~~	~~Use greater of 0.75/Employee or 0.30/100m² GFA~~	~~1.0/100m² GFA~~	~~1.5/100m² GFA~~
~~Restaurant, Minor~~	~~0.50/Employee~~	~~0.75/Employee~~	~~1/8 Seats~~	~~1/6 Seats~~
~~Snack Bar~~	~~0.3/Employee~~	~~0.75/Employee~~	~~1/8 Seats~~	~~1/6 Seats~~
~~Townhouse~~	~~1/Dwelling Unit~~	~~1.5/Dwelling Unit~~	~~0.75/Dwelling Unit~~	~~1/Dwelling Unit~~

~~(f) in Part 6, Table 6.4.1 **Primary Use Residential - Cycling**, by *adding* the following rows at the end of the table:~~

~~Land Use~~	~~Minimum Bicycle Parking Stalls~~	
	~~Class 1~~	~~Class 2~~
~~**MU-2 (Mixed Use Residential Two)**~~		
~~Apartment~~	~~1.5/Dwelling Unit~~	~~0.5/Dwelling Unit~~
~~Daycare~~	~~0.3/Employee~~	~~0.3/Child or Adult Spot~~
~~Fitness Studio~~	~~Use greater of 0.15/Employee or 0.05/100m² GFA~~	~~2.0/100m² GFA~~
~~Fourplex~~	~~1.5/Dwelling Unit~~	~~0.4/Dwelling Unit~~
~~Home Occupation~~	~~0~~	~~0~~
~~Office~~	~~Use greater of 0.50/Employee or 0.5/100m²~~	~~0.1/100m² GFA~~
~~Personal Service~~	~~Use greater of 0.15/Employee or 0.05/100m² GFA~~	~~1.0/100m² GFA~~
~~Professional Services~~		
~~- Bank/Financial Institution~~	~~Use greater of 0.50/Employee or 0.15/100m² GFA~~	~~0.25/100m² GFA~~
~~- Dental Office~~	~~Use greater of 0.50/Employee or 0.5/100m² GFA~~	~~0.5/100m² GFA~~
~~- Medical Clinic~~	~~Use greater of 0.50/Employee or 0.5/100m² GFA~~	~~0.05/100m² GFA~~

~~Land Use~~	~~Minimum Bicycle Parking Stalls~~	
	~~Class 1~~	~~Class 2~~
~~– For All Other Professional Services Uses~~	~~Use greater of 0.50/Employee or 0.5/100m² GFA~~	~~0.1/100m² GFA~~
~~Retail, Convenience~~	~~Use greater of 0.50/Employee or 1.25100m² GFA~~	~~1.0/100m² GFA~~
~~Restaurant, Minor~~	~~0.5/Employee~~	~~1/6 Seats~~
~~Snack Bar~~	~~0.5/Employee~~	~~1/8 Seats~~
~~Townhouse~~	~~2/Dwelling Unit~~	~~0~~

~~(g) in Part 6, Table 6.5.1 **Tandem Parking Stalls**, by *adding* the following rows at the end of the table:~~

~~Land Use~~	~~Tandem Vehicular Parking~~
~~MU-1 (Mixed Use Residential Zone)~~	
~~Townhouse (per Unit)~~	~~Up to 1 (x2) Stall~~

~~7.13 MU-2 – Mixed Use Residential Two~~

~~1. *Principal Uses*~~			~~*Apartment*~~ ~~*Daycare*~~ ~~*Fitness Studio*~~ ~~*Fourplex*~~ ~~*Mixed Use*~~ ~~*Office*~~ ~~*Personal service*~~ ~~*Professional service*~~ ~~*Restaurant, Minor*~~ ~~*Retail, convenience*~~ ~~*Snack Bar*~~ ~~*Townhouse*~~
~~2. *Accessory Uses*~~	~~On any *lot*~~		~~*Accessory buildings and structures*~~ ~~*Home occupation*~~ ~~*Secondary suite accessory to townhouse*~~
~~3. *Lots Created by Subdivision*~~	~~Area, minimum~~	~~All uses~~	~~2000square metres (21,528square feet)~~
	~~*Frontage*, minimum~~	~~*Apartment*~~	~~15.0metres (49.2feet)~~
		~~All other uses~~	~~9.0metres (29.5feet).~~

~~**4. Density**~~	~~*Building GFA,* maximum~~	~~*Accessory buildings*~~	~~*Accessory buildings* shall have a maximum combined floor area of 100.0square metres (1,076square feet) or 10% of the area of the *lot*, whichever is less.~~
	~~*Floor area ratio*~~	~~*Townhouse*~~	~~1.3 FAR~~
		~~*Apartment*~~	~~2.6 FAR~~
		~~All other uses~~	~~1.3 FAR~~
~~**5. *Lot Coverage***~~	~~Coverage, maximum~~	~~*Townhouse*~~	~~50%~~
		~~*Apartment*~~	~~65%~~
		~~*Mixed Use*~~	~~65%~~
		~~All other uses~~	~~50%~~
~~**6. Principal *Buildings* and *Structures***~~	~~*Townhouse, Fourplex Setbacks,* Minimum~~	~~Front~~	~~3.0metres (9.8feet)~~
		~~Rear~~	~~4.5metres (14.8feet)~~
		~~Side~~	~~1.5metres (4.9feet)~~
		~~Side, Exterior~~	~~3.0metres (9.8feet)~~
	~~*Apartment, Mixed Use Setbacks,* Minimum~~	~~Front~~	~~3.0metres (9.8feet)~~
		~~Rear~~	~~7.5metres (24.6feet)~~
		~~Side~~	~~7.5metres (24.6feet)~~
		~~Side, Exterior~~	~~3.0metres (9.8feet)~~
	~~All other uses~~	~~All *lot lines*~~	~~3.0metres (9.8feet)~~
	~~Height, maximum~~	~~*Townhouse Fourplex*~~	~~11.5metres (37.7feet)~~
		~~*Apartment*~~	~~15metres (49feet)~~
		~~*Mixed use*~~	~~15metres (49feet)~~
		~~All other uses~~	~~12.5metres (41feet)~~
~~**7. *Accessory Buildings* and *Structures***~~	~~*Setbacks,* minimum~~	~~Front~~	~~3.0metres (9.8feet)~~
		~~Rear~~	~~1.5metres (4.9feet)~~
		~~Side~~	~~1.5metres (4.9feet)~~
		~~Side, Exterior~~	~~3.0metres (9.8feet)~~
	~~Height, maximum~~		~~4.5metres (14.8feet)~~
~~**8. Conditions of Uses**~~	~~a. The form of tenure for any Dwelling Unit in an *Apartment* use is limited to Residential Rental Tenure.~~		

~~*End ● MU-2*~~

(a) in **Table 11.1(1) Intent of Zones** by *adding* the following row at the bottom of the table:

MU-4	Medium Density Mixed-Use	The intent of this zone is to support mixed-use development outside of the Village Core area to promote housing diversity and accommodate commercial growth.

(b) in **Table 11.2(1) Permitted Uses** by *adding* a column titled MU-4 and associated conditions as shown below:

Use		MU-4[24]
Accessory Buildings and Structures		S
Agriculture, Urban [2]		S
Care Facility, Child [3]		P
Care Facility, Community [3]		P
Care Facility, Licence-Not-Required		S[25]
Caretaker Suite		--
Containers		--
Cultural and Community Services		P
Dwelling Units		P [6, 26]
Education Services		P
Emergency and Protective Services		--
Entertainment Facility		--
Farmer's Market		S
Food Services		P [10 25]
Gas Station		--
Health Services		P [25]
Home Occupation [13]	Minor	S
	Standard	--
	Bed and Breakfast Accommodation	--

Use		MU-4[24]
	Short-Term Rental Accommodation	--
Hostel		--
Hotel		--
Licensed Premises		--
Mobile Vending		P [15, 25]
Motel		--
Parking Lot		S [16]
Personal Services		P [25]
Production Facility, Alcohol		--
Professional Services, Internal-Facing		P [25]
Professional Services, Public-Facing		P [25]
Recreation Services, Indoor		P [25]
Retail, Cannabis		--
Retail Sales		P [20, 21, 25]
Secondary Suite[22]		S
Storage, Outdoor		-
Veterinary Services		P [25]

Use	MU-4[24]
CONDITIONS [**Table 11.2 (1)**] [24] Despite anything to the contrary in this Table 11.2(1) but subject to all other applicable provisions in this bylaw, the land legally described as Lot A District Lot 24 Nelson District Plan VIP72022 ("Lot A") may only be developed with and used for a single building (the "mixed-use building"), unless Lot A is subdivided to create a single parcel to accommodate the mixed-use building (the "mixed-use parcel") in which case the remainder of Lot A, other than any area that may be dedicated to the Village as park, is the "ground-oriented parcel". [25] This use is only permitted on the ground floor of the mixed-use building and is not permitted anywhere else in the MU-4 zone. [26] Dwelling units within the mixed-use building must be residential rental tenure apartments and dwelling units on the ground-oriented parcel must be ground-oriented or stacked townhouses, or low-rise apartments.	

(c) in **Table 11.3(1) Subdivision Standards** by *adding* a column titled MU-4:

Criteria		MU-4[2]
Minimum Lot Area	One detached dwelling unit	n/a
	Two attached dwelling units	n/a
	Three or more attached dwelling units	2,000 m^2
	All other uses	2,000 m^2
Minimum Lot Width	One detached dwelling unit	n/a
	Two attached dwelling units	n/a
	Three or more attached dwelling units	15.0 m
	All other uses	20.0 m
CONDITIONS [**Table 11.3(1)**] [2] Lot A may only be subdivided in accordance with Table 11.2(1), condition 24, and the mixed-use parcel must have a minimum lot area of 3290 m^2 and a lot line abutting Ulverston Avenue for at least 40 m.		

(d) in Table **11.4(1) General Regulations** by *adding* a column titled MU-4 and associated conditions:

Criteria		MU-4[3]
Maximum Lot Coverage	One detached dwelling unit	n/a
	Two attached dwelling units	
	Three or more attached dwelling units	65%[3]
	All other uses	65%
Maximum Lot Coverage including Impermeable Surfaces		75%
Maximum No. of Dwelling Units	Buildings comprising one detached dwelling unit	n/a
	Buildings comprising two or more attached dwelling units [2]	
	Caretaker suites	
Maximum FAR[2]		1.7
CONDITIONS [**Table 11.4(1)**] [3] For Lot A, the maximum lot coverage is 50% for the "ground oriented parcel" and 65% for the "mixed use parcel".		

(e) in **Table 11.5(1) Development Regulations for Principal and Secondary Buildings and Structures** by *adding* a column titled MU-4 and associated conditions, *adding* a row titled "Maximum Gross Floor Area" as follows:

Criteria		MU-4
Maximum Floor Area	Community Care Facility	n/a
	All other non-residential uses	
Maximum Floor Area of Each Additional Detached Dwelling Unit		n/a
Maximum Gross Floor Area		n/a[7]
Maximum Height		15.0 m[2]

Minimum Ground Storey Height		n/a
Minimum Front Setback	1st and 2nd Storey 3rd Storey and above	3.0 m[8]
Minimum Rear Setback		4.5 m[9]
Minimum Side Setback		1.5 m[10]
Minimum Exterior Side Setback		1.5 m[11]
CONDITIONS [**Table 11.5 (1)**] [7] For Lot A, the maximum gross floor area is 4,405m^2 for mixed use parcel – residential uses; 785m^2 for mixed use parcel – commercial uses; and 6,790m^2 for ground oriented parcel. [8] For Lot A, the maximum front setback is 7.5m for a mixed use building. [9] The minimum rear setback for residential buildings comprising five or more dwelling units is 7.5 m. [10] The minimum side setback for residential buildings comprising five or more dwelling units is 7.5 m. [11] The minimum exterior side setback for residential buildings comprising five or more dwelling units and for all non-residential uses is 3.0 m		

and in the newly added row titled "Maximum Gross Floor Areas" by *adding* "n/a" in the columns titled MU-1, MU-2, and MU-3; and

to condition 2, by adding to the end "except for Lot A where it is 11.5 metres".

(f) in **Table 11.5(2) Development Regulations for Accessory Buildings and Structures** by *adding* a column titled MU-4 as follows:

Criteria	MU-4
Maximum Floor Area[1]	100m or 10% of the area of the lot, whichever is less.
Maximum Height	4.5 m
Minimum Front Setback	3.0 m
Minimum Rear Setback	1.5 m
Minimum Side Setback	1.5 m
Minimum Exterior Side Setback	3.0 m

Map Amendment

~~3. Schedule A Zoning Map and Schedule B Zoning Map Village Core of "Zoning Bylaw No. 1027, 2016" are amended as follows:~~

3. The zoning of the parcel legally described as Lot A, District Lot 24, Nelson District, Plan VIP72022 and shown boldly outlined in Schedule A to this bylaw is amended from RU-1 – Rural One to MU-4~~2~~ – Mixed Use Residential Four ~~Two~~ Medium Density Mixed-Use, and Schedule A Zoning Map and Schedule B Zoning Map within Urban Containment Boundary of "Zoning Bylaw No. 1238, 2025" are amended accordingly.

Severability

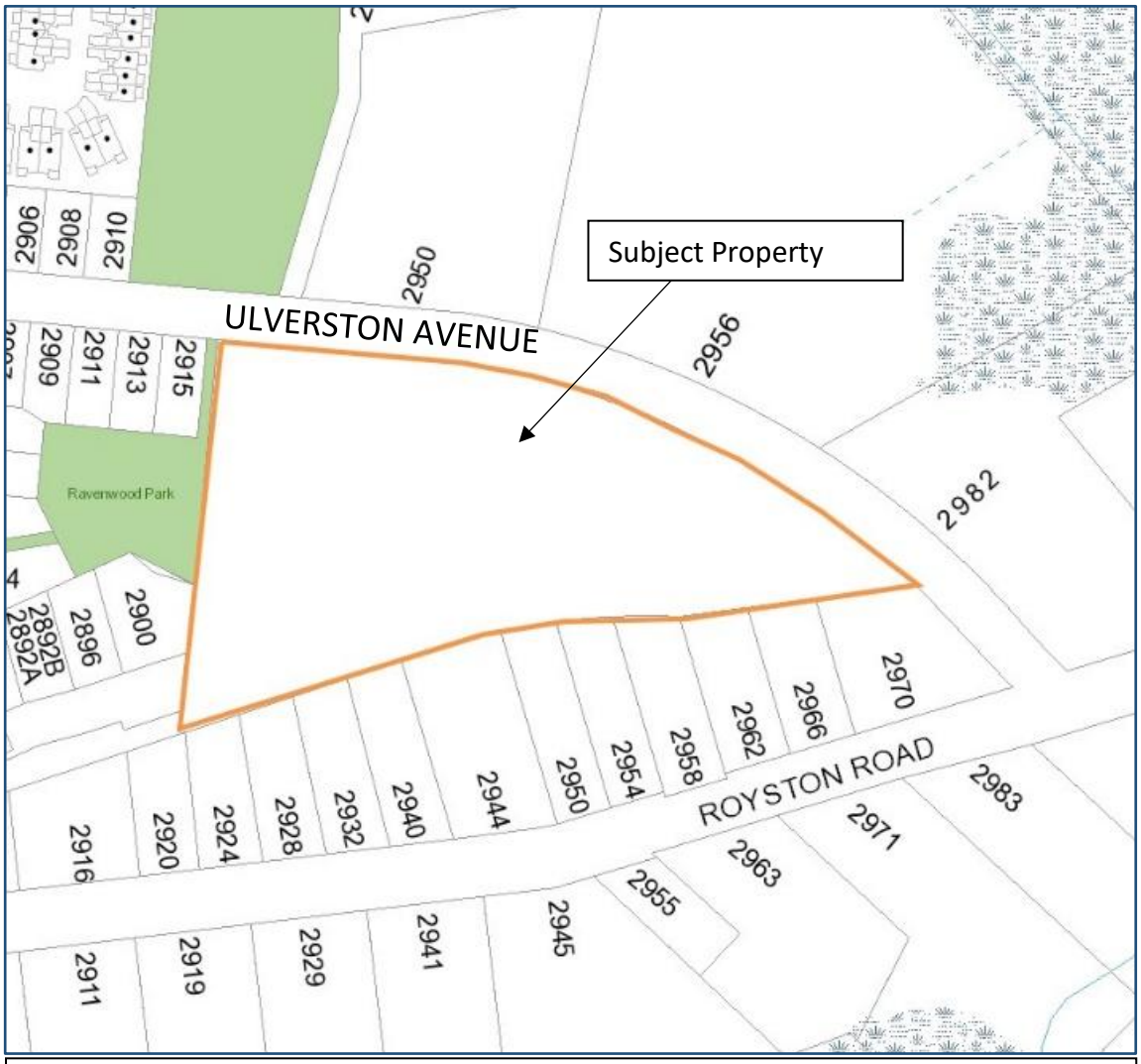
4. If any section or subsection of this Bylaw is found to be invalid by a court of competent jurisdiction, the section or subsection may be severed from the Bylaw without affecting the validity of the remainder of the Bylaw.

READ A FIRST TIME THIS	**28TH**	**DAY OF**	**APRIL**	**2025.**
READ A SECOND TIME THIS	**28TH**	**DAY OF**	**APRIL**	**2025.**
READ A THIRD TIME THIS		**DAY OF**		**20__.**
ADOPTED THIS		**DAY OF**		**20__.**

_____ _____

Mayor Corporate Officer

SCHEDULE A



Rezone the Subject Property shown above, legally described as Lot A, District Lot 24, Nelson District, Plan VIP72022, from RU-1 – Rural One to MU-4 – Mixed Use Residential Four.

Clean version showing bylaw with recommended changes before third reading

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 1215

A Bylaw to amend the Zoning Bylaw No. 1238, 2025

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts as follows:

1. This Bylaw shall be cited as "Zoning Amendment Bylaw No. 1215, 2024".

Text Amendments

2. "Zoning Bylaw No. 1238, 2024" is hereby amended as follows:

(a) in **Table 11.1(1) Intent of Zones** by *adding* the following row at the bottom of the table:

MU-4	Medium Density Mixed-Use	The intent of this zone is to support mixed-use development outside of the Village Core area to promote housing diversity and accommodate commercial growth.

(b) in **Table 11.2(1) Permitted Uses** by *adding* a column titled MU-4 and associated conditions as shown below:

Use	MU-4[24]
Accessory Buildings and Structures	S
Agriculture, Urban [2]	S
Care Facility, Child [3]	P
Care Facility, Community [3]	P
Care Facility, Licence-Not-Required	S[25]
Caretaker Suite	--
Containers	--
Cultural and Community Services	P
Dwelling Units	P [6, 26]
Education Services	P

Use		MU-4[24]
Emergency and Protective Services		--
Entertainment Facility		--
Farmer's Market		S
Food Services		P [10 25]
Gas Station		--
Health Services		P [25]
Home Occupation [13]	Minor	S
	Standard	--
	Bed and Breakfast Accommodation	--
	Short-Term Rental Accommodation	--
Hostel		--
Hotel		--
Licensed Premises		--
Mobile Vending		P [15, 25]
Motel		--
Parking Lot		S [16]
Personal Services		P [25]
Production Facility, Alcohol		--
Professional Services, Internal-Facing		P [25]
Professional Services, Public-Facing		P [25]
Recreation Services, Indoor		P [25]
Retail, Cannabis		--
Retail Sales		P [20, 21, 25]
Secondary Suite[22]		S
Storage, Outdoor		-
Veterinary Services		P [25]

Use	MU-4[24]
CONDITIONS [**Table 11.2 (1)**] [24] Despite anything to the contrary in this Table 11.2(1) but subject to all other applicable provisions in this bylaw, the land legally described as Lot A District Lot 24 Nelson District Plan VIP72022 ("Lot A") may only be developed with and used for a single building (the "mixed-use building"), unless Lot A is subdivided to create a single parcel to accommodate the mixed-use building (the "mixed-use parcel") in which case the remainder of Lot A, other than any area that may be dedicated to the Village as park, is the "ground-oriented parcel". [25] This use is only permitted on the ground floor of the mixed-use building and is not permitted anywhere else in the MU-4 zone. [26] Dwelling units within the mixed-use building must be residential rental tenure apartments and dwelling units on the ground-oriented parcel must be ground-oriented or stacked townhouses, or low-rise apartments.	

(c) in **Table 11.3(1) Subdivision Standards** by *adding* a column titled MU-4:

Criteria		MU-4[2]
Minimum Lot Area	One detached dwelling unit	n/a
	Two attached dwelling units	n/a
	Three or more attached dwelling units	2,000 m^2
	All other uses	2,000 m^2
Minimum Lot Width	One detached dwelling unit	n/a
	Two attached dwelling units	n/a
	Three or more attached dwelling units	15.0 m
	All other uses	20.0 m
CONDITIONS [**Table 11.3(1)**] [2] Lot A may only be subdivided in accordance with Table 11.2(1), condition 24, and the mixed-use parcel must have a minimum lot area of 3290 m^2 and a lot line abutting Ulverston Avenue for at least 40 m.		

(d) in Table **11.4(1) General Regulations** by *adding* a column titled MU-4 and associated conditions:

Criteria		MU-4[3]
Maximum Lot Coverage	One detached dwelling unit	n/a
	Two attached dwelling units	
	Three or more attached dwelling units	65%[3]
	All other uses	65%
Maximum Lot Coverage including Impermeable Surfaces		75%
Maximum No. of Dwelling Units	Buildings comprising one detached dwelling unit	n/a
	Buildings comprising two or more attached dwelling units [2]	
	Caretaker suites	
Maximum FAR[2]		1.7
CONDITIONS [**Table 11.4(1)**] [3] For Lot A, the maximum lot coverage is 50% for the "ground oriented parcel" and 65% for the "mixed use parcel".		

(e) in **Table 11.5(1) Development Regulations for Principal and Secondary Buildings and Structures** by *adding* a column titled MU-4 and associated conditions, *adding* a row titled "Maximum Gross Floor Area" as follows:

Criteria		MU-4
Maximum Floor Area	Community Care Facility	n/a
	All other non-residential uses	
Maximum Floor Area of Each Additional Detached Dwelling Unit		n/a
Maximum Gross Floor Area		n/a[7]
Maximum Height		15.0 m[2]

Minimum Ground Storey Height		n/a
Minimum Front Setback	1st and 2nd Storey 3rd Storey and above	3.0 m[8]
Minimum Rear Setback		4.5 m[9]
Minimum Side Setback		1.5 m[10]
Minimum Exterior Side Setback		1.5 m[11]

CONDITIONS [**Table 11.5 (1)**]

[7] For Lot A, the maximum gross floor area is 4,405m^2 for mixed use parcel – residential uses; 785m^2 for mixed use parcel – commercial uses; and 6,790m^2 for ground oriented parcel.

[8] For Lot A, the maximum front setback is 7.5m for a mixed use building.

[9] The minimum rear setback for residential buildings comprising five or more dwelling units is 7.5 m.

[10] The minimum side setback for residential buildings comprising five or more dwelling units is 7.5 m.

[11] The minimum exterior side setback for residential buildings comprising five or more dwelling units and for all non-residential uses is 3.0 m

and in the newly added row titled "Maximum Gross Floor Areas" by *adding* "n/a" in the columns titled MU-1, MU-2, and MU-3; and

to condition 2, by adding to the end "except for Lot A where it is 11.5 metres".

(f) in **Table 11.5(2) Development Regulations for Accessory Buildings and Structures** by *adding* a column titled MU-4 as follows:

Criteria	MU-4
Maximum Floor Area[1]	100m or 10% of the area of the lot, whichever is less.
Maximum Height	4.5 m
Minimum Front Setback	3.0 m
Minimum Rear Setback	1.5 m
Minimum Side Setback	1.5 m
Minimum Exterior Side Setback	3.0 m

Map Amendment

3. The zoning of the parcel legally described as Lot A, District Lot 24, Nelson District, Plan VIP72022 and shown boldly outlined in Schedule A to this bylaw is amended from RU-1 – Rural One to MU-4 – Medium Density Mixed-Use, and Schedule A Zoning Map and Schedule B Zoning Map within Urban Containment Boundary of "Zoning Bylaw No. 1238, 2025" are amended accordingly.

Severability

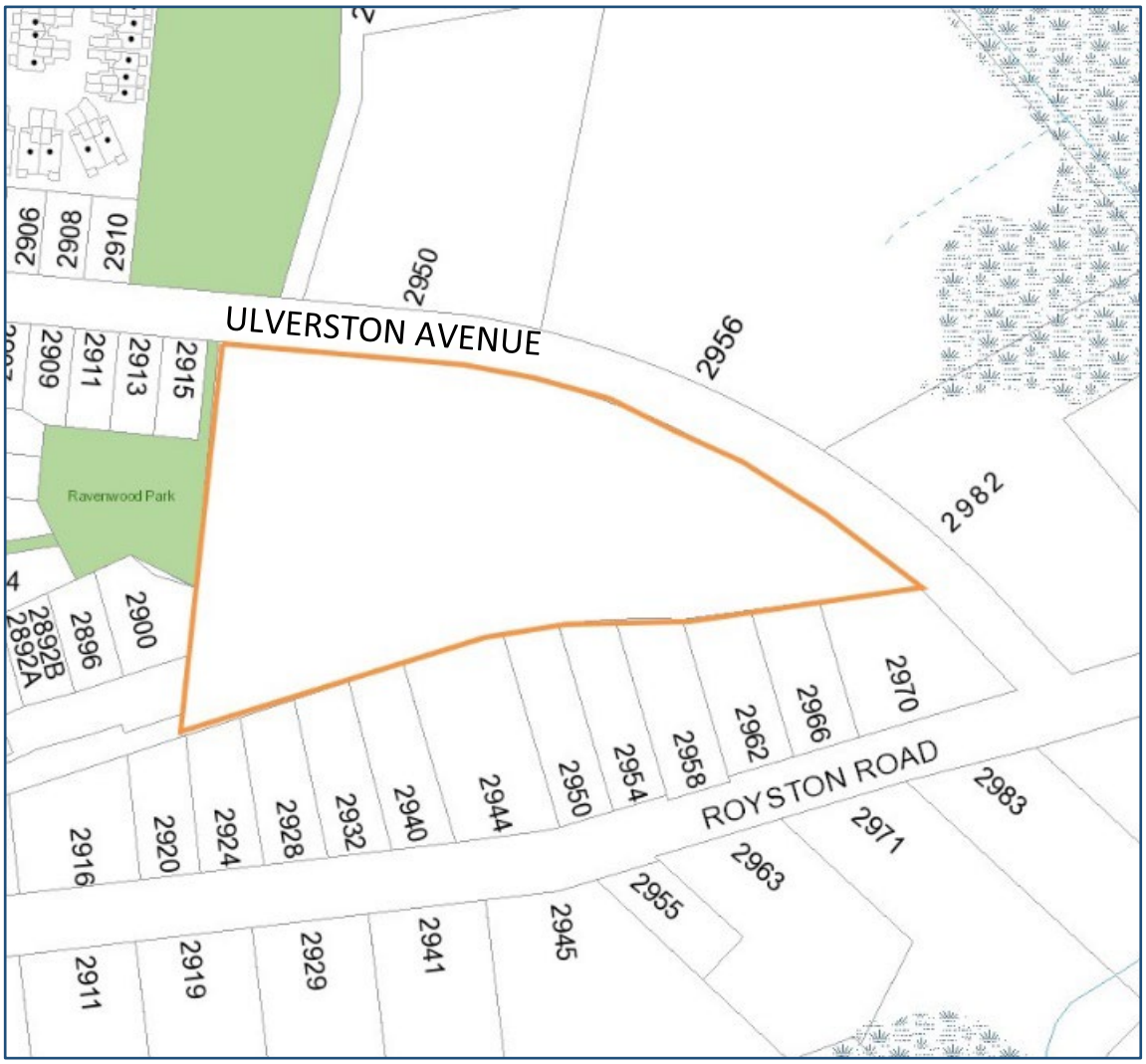
4. If any section or subsection of this Bylaw is found to be invalid by a court of competent jurisdiction, the section or subsection may be severed from the Bylaw without affecting the validity of the remainder of the Bylaw.

READ A FIRST TIME THIS	**28TH**	**DAY OF**	**APRIL**	**2025.**
READ A SECOND TIME THIS	**28TH**	**DAY OF**	**APRIL**	**2025.**
AMENDED THIS		**DAY OF**		**20__**
READ A THIRD TIME AS AMENDED THIS		**DAY OF**		**20__.**
ADOPTED THIS		**DAY OF**		**20__.**

_____ _____

Mayor Corporate Officer

SCHEDULE A



Rezone the Subject Property shown above, legally described as Lot A, District Lot 24, Nelson District, Plan VIP72022, from RU-1 – Rural One to MU-4 – Mixed Use Residential Four.